



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

TOWNSHIP COUNCIL REGULAR MEETING June 13, 2023

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-22-245 adopted by the Township Council at its Regular Meeting of December 20, 2022; advertised in the official newspaper on December 29, 2022 and January 5, 2023, 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

PUBLIC COMMENT

All speakers must complete the sign-in sheet next to the podium before addressing the Council. Please limit your comment to three minutes. If you wish to comment on a pending ordinance listed on this evening's agenda, please make your comment during the public hearing for that ordinance.

PUBLIC HEARING ON THE AWARD OF PLENARY RETAIL CONSUMPTION LICENSE

- A. **Resolution R-23-157:** Resolution awarding a theater exception plenary retail consumption license to Montclair film at Claridge LLC in accordance with N.J.S.A. 33:1-19.1 and 19.2 pursuant to the theater exception, N.J.S.A. 33:1-19.8

*[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 Resolution ? [CLOSE HEARING]
Without objection I am closing the hearing.*

PROCLAMATION(S)

Mayoral Proclamation honoring Daniel Gill for over 50 years of service
Proclamation in memoriam of Dr. George Cameron
Proclamation recognizing Dr. Barnes and Carter Optometry
Proclamation recognizing the second Sunday in June as Racial Amity Day in Montclair

PENDING ORDINANCE(S)/SECOND READING

- B. **Ordinance O-23-16:** Ordinance to amend the code of the township of Montclair, new jersey to add Chapter 290 "small wireless facilities in the right-of-way" to regulate small cell wireless facilities within the township rights-of-way

[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.

- C. **Ordinance O-23-17:** Bond Ordinance providing for various capital improvements in and by the Township of Montclair, in the County of Essex, New Jersey, appropriating \$7,960,000 therefor and authorizing the issuance of \$7,562,000 bonds or notes of the Township to finance part of the cost thereof.

[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)

- D. **Ordinance O-23-06:** Ordinance to amend Section 347 Zoning Of the Code of the Township of Montclair, New Jersey
- E. **Ordinance O-23-19:** Ordinance to amend Section 327 (vehicles and traffic) of the code of the Township of Montclair, New Jersey
- F. **Ordinance O-23-20:** Ordinance authorizing the acquisition of property known as 14 Miller Street, block 3112, lot 4
- G. **Ordinance O-23-21:** Ordinance to amend Section 327 (vehicles and traffic) of the code of the Township of Montclair, New Jersey
- H. **Ordinance O-23-22:** Ordinance authorizing the acquisition of property known as 34 Union Street, block 3108, lot 20

NEW BUSINESS RESOLUTION(S)

1. **Resolution R-23-138:** Resolution authorizing renewal of alcoholic beverage Plenary Retail Distribution License No. 0713-44-008-010 for Husenaj ABC Holdings, LLC for a term ending June 30, 2023
2. **Resolution R-23-139:** Resolution authorizing renewal of alcoholic beverage Plenary Retail Consumption Licenses for a term beginning July 1, 2023 and ending June 30, 2024
3. **Resolution R-23-140:** Resolution authorizing renewal of alcoholic beverage Plenary Retail Distribution Licenses for a term beginning July 1, 2023 and ending June 30, 2024
4. **Resolution R-23-141:** Resolution authorizing the renewal of a Plenary Retail Consumption Liquor License – Hotel/Motel Exception for a term beginning July 1, 2023 and ending June 30, 2024.
5. **Resolution R-23-142:** Resolution authorizing grant application submission and execution of a grant contract with the New Jersey Department of Transportation for the Upper Mountain Avenue Roadway Improvements Project
6. **Resolution R-23-143:** Resolution awarding a contract to Lawmen Supply Company for Point Blank AXIIIA bullet proof vests in accordance with NJ State Contract # 17 Fleet-00740
7. **Resolution R-23-144:** Resolution rejecting proposal received for Management and Operations of Parking Garages (RFP-23-p03)
8. **Resolution R-23-145:** Resolution authorizing refund of certificate of appropriateness application fee to Montclair Station, LLC
9. **Resolution R-23-146:** Resolution authorizing the Township of Montclair to participate in and accept grant funding through the Lead Grant Assistance Program
10. **Resolution R-23-147:** Resolution awarding emergency contract to National Water Main Cleaning to mitigate flooding in the vicinity of Orange Road, Porter Place and Warren Place (\$114,708.52)

11. **Resolution R-23-148:** Resolution authorizing grant application submission and execution of a grant contract with the New Jersey Department of Transportation for the Upper Mountain Avenue Roadway Improvements Project
12. **Resolution R-23-149:** Resolution authorizing the submission of a grant application and the execution of a grant contract with the U.S. Department of Transportation Safe Streets & Roads for all program and committing Zero Roadway Fatalities and Serious Injuries Goal
13. **Resolution R-23-150:** Resolution authorizing a change order to the contract with the Musial Group for design services for the ADA Bathroom Improvements to the public library to increase the contract by \$2,450.00
14. **Resolution R-23-151:** Resolution awarding a contract to GJG Construction & Consulting, LLC for the Township Public Library Bathroom ADA renovation project (CDBGfunded) (bid 23 – 07 – 2nd attempt)
15. **Resolution R-23-152:** Resolution authorizing prequalification the award of a fair and open professional services contract to Thornton Tomasetti, inc. to serve as engineering consultant for Montclair Library (rfq-23-q06)
16. **Resolution R-23-153:** Resolution authorizing the award of a professional services contract by non-fair and open to Decotiis, Fitzpatrick, Cole & Giblin LLP, as special counsel to the township of Montclair
17. **Resolution R-23-154:** Resolution authorizing the award of a professional service contract to Government Strategy Group (RFQ – 23 – Q01) for a period of one year
18. **Resolution R-23-156:** Resolution awarding a contract to New Jersey Fire Equipment Co. for the provision of fire fighting ensemble for the Montclair Fire Department in accordance with NJ State Contract 17-Fleet-00811

EXECUTIVE SESSION

Resolution R-23-157: Resolution authorizing executive session without the public being permitted to attend in accordance with N.J.S.A 10:4-12(b)

ADJOURNMENT



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Law Department

ITEM TYPE: Resolution

AGENDA SECTION: **PUBLIC HEARING ON THE AWARD OF PLENARY RETAIL CONSUMPTION LICENSE**

SUBJECT: **Resolution R-23-157:** Resolution awarding a theater exception plenary retail consumption license to Montclair film at Claridge LLC in accordance with N.J.S.A. 33:1-19.1 and 19.2 pursuant to the theater exception, N.J.S.A. 33:1-19.8

[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 Resolution ? [CLOSE HEARING] Without objection I am closing the hearing.

ATTACHMENTS:

[Item A Resolution Awarding Theater Exception License 6.13.2023.pdf](#)
[OrderConf.pdf](#)

R-23-157
TOWNSHIP OF MONTCLAIR

RESOLUTION AWARDING A THEATER EXCEPTION PLENARY RETAIL CONSUMPTION LICENSE TO MONTCLAIR FILM AT CLAIRIDGE LLC IN ACCORDANCE WITH N.J.S.A. 33:1-19.1 AND 19.2 PURSUANT TO THE THEATER EXCEPTION, N.J.S.A. 33:1-19.8

June 13, 2023

WHEREAS, N.J.S.A. 33:1-19.8 authorizes a governing body of any municipality, upon the approval of the Director of the Division of Alcoholic Beverage Control, to issue a plenary retail consumption license to a nonprofit corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code that is incorporated on the effective date of this act, which regularly conducts musical or theatrical performances or concerts for which admission is charged without regard to population limitations; and

WHEREAS, Township Code Chapter 74 allows for the issuance of up to three plenary retail consumption licenses as authorized by N.J.S.A. 33:1-19.8 (“Theater Exception Licenses”); and

WHEREAS, Resolution R-23-027 authorizing notice of intention to issue one Theater Exception License pursuant to the N.J.S.A. 33:1-19.8 by the historical method, N.J.S.A. 33:1-19.1 and 19.2, was adopted by the Mayor and Council of the Township of Montclair at its meeting held on February 7, 2023, and

WHEREAS, the Township of Montclair published Notice of Intent to Issue One Plenary Retail Consumption (Theater Exception) License on February 23, 2023 and March 2, 2023 in its official newspaper requiring that all interested applicants must submit complete applications and pay all required fees by April 3, 2023; and

WHEREAS, the Township of Montclair received two (2) applications for the license from the following entities:

1. Montclair Film at the Claridge, LLC; and
2. Vanguard Theater Company.

WHEREAS, Vanguard Theater Company withdrew its application on June 2, 2023; and

WHEREAS, the Mayor and Council of the Township of Montclair have held a public hearing on June 13, 2023 at which the applicant was evaluated by the Mayor and Council; and

WHEREAS, the Mayor and Council of the Township of Montclair have found that it is in the public’s interest to issue the new Theater Exception License to Montclair Film at Claridge LLC; and

WHEREAS, the Mayor and Council of the Township of Montclair is awarding this Theater Exception License to Montclair Film at Claridge LLC using the historical method, N.J.S.A. 33:1-19.1 and 19.2.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Montclair, County of Essex, State of New Jersey as follows:

1. That the Mayor and Council do hereby award a new Theater Exception License to Montclair Film at Claridge LLC in accordance with the provisions of N.J.S.A. 33:1-19.1 and 19.2 and pursuant to the N.J.S.A. 33:1-19.8;
2. That a certified copy of this Resolution shall be forwarded by the Township Clerk to the Division of Alcoholic Beverage Control; and
3. Issuance of this license is contingent upon applicant successfully passing the background check and any other procedures required by the Montclair Police Department or other official agencies.

**Classified Ad Receipt
(For Info Only - NOT A BILL)**

Customer: MONTCLAIR TOWNSHIP-
Address: 205 CLAREMONT AVE
MONTCLAIR NJ 07042-3401
USA

Ad No.: 0005720307
Pymt Method Invoice
Net Amount 66.96

Run Times: 2

No. of Affidavits: 0

Run Dates: 06/08/23, 06/15/23

Text of Ad:

TOWNSHIP OF MONTCLAIR, ESSEX COUNTY, NEW JERSEY

NOTICE OF INTENT TO ISSUE TWO NEW PLENARY RETAIL CONSUMPTION LICENSES (THEATER EXCEPTION) PURSUANT TO N.J.S.A. 33:1-19.1 ET SEQ. AND REQUEST FOR APPLICATIONS

The Township of Montclair, Essex County, New Jersey gives notice of the intent to issue two new alcoholic beverage retail consumption licenses with the special condition that the license is limited to use by a nonprofit corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code that is incorporated on the effective date of said act, which regularly conducts musical or theatrical performances or concerts for which admission is charged shall be used in connection with premises that have a seating capacity of 50 persons or more but less than 1,000 persons that is primarily used to conduct musical or theatrical performances or concerts pursuant to N.J.S.A. 33:1-19.8.

Complete applications from interested parties will be accepted by the Township Clerk NO LATER THAN 4:30 P.M. ON MONDAY, JULY 17, 2023. No applications will be accepted after that date and time. Applications must be submitted on a form prepared by the Township, together with the required documents and fee. Application forms will be available at the Township Clerk's Office on the First Floor of the Township Municipal Building, located at 205 Claremont Avenue, Montclair, New Jersey 07042 between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday, beginning Thursday, June 8, 2023. In the case of mailed applications, the Township assumes no responsibility for applications received after the date and time specified.

Applicants are advised to read the application instructions carefully and to heed all requirements, including the requirement that an applicant must publish notice of its intent to apply for the license and their proposed licensed premises.

Complete applications will be evaluated by the Township Council at a public hearing. The Township Council will evaluate applications considering factors identified in the application instructions. Based on this review, licenses may be awarded to the applicants whose proposal is in the best public interest. The Township of Montclair reserves the right, in its sole discretion, to reject any and all applications in the interests of the Township to the extent permitted by law.

Interested parties may contact Angelese Bermúdez Nieves, Township Clerk, at the Township of Montclair, 205 Claremont Avenue, Montclair, New Jersey 07042 or by calling 973-509-4900.

Angelese Bermúdez Nieves, Township Clerk
Notice published pursuant to: N.J.S.A. 33:1-19.1
Periodical: The Montclair Times
Publication Dates: June 8, 2023 and June 15, 2023
Montclair Times
\$65.72
6/8, 6/15/2023

Township of Montclair, New Jersey
Proclamation
Honoring Daniel Gill

WHEREAS, Daniel Gill was born and raised in New York City. He graduated from Iona College with a B.A. in psychology. He served in Vista, the National Peace Corps. During this time, he counseled young inmates at Rikers Island Prison. He attended Columbia University and graduated with a Masters Degree in Urban Education and Curriculum; and

WHEREAS, Mr. Gill came to the Montclair School System in September of 1970. This is his 53rd year teaching. He was part of the committee to redesign the middle schools of Montclair to desegregate the schools to comply with a court order. In 1984, he led the adoption of Glenfield as a peace site. In 1996, he coordinated the centennial of Glenfield School. In 2004, Mr. Gill and his students wrote a book on the history of Glenfield. It celebrated the Brown vs Board of Education ruling and its effect on desegregating the Montclair Public Schools. The focus of the book was to look at Glenfield as a microcosm of that decision; and

WHEREAS, In the classroom, Mr. Gill brings history and civics to life through project-based learning. Over the course of three years, students transform the classroom into a large-scale historical timeline and museum. The present day, however, is also central to his teaching. Not only do the students learn economics through a class money system, but also 8th grade culminates with a student-led civics project to round out their educational journey. His energy and creativity in the classroom are boundless; and

WHEREAS, Mr. Gill has served in the Upward Bound Program at Seton Hall University for 40 years. This program serves high school students from East Orange, Newark and Irvington and provides them with academic and counseling services with the intent of getting them into a college or university upon graduation from high school; and

WHEREAS, Mr. Gill has been the recipient of many awards, including the Robert Merrill Scholar Award from Cornell University and was awarded the Euphema Lofton Haynes Award from the Montclair NAACP. He is part of a recent documentary entitled "The One That Got Away" that dealt with one of his students and how he fell into the gang culture, his subsequent arrest and imprisonment. Last year Mr. Gill served on the committee that organized the celebration of Glenfield's 125th anniversary; and

WHEREAS, His story "No More Chairs" has been featured in the Montclair Times, The Montclair Local, nj.com and the Washington Post, Channel 4 and 7 evening news and My9 New Jersey Now. He has also appeared on the Kelly Clarkson Show. Mr. Gill is the proud father of three children, and he enjoys spending time with his six grandchildren and wife, Michelle, who has always provided him with support and encouragement.

NOW THEREFORE, the Mayor and Council of the Township of Montclair, hereby recognize the advocacy and contributions of Daniel Gill, a pillar of the Montclair community.

Township of Montclair, New Jersey

Proclamation

In Memoriam Dr. George Cameron

WHEREAS, Dr. George Cameron began practicing veterinary medicine in 1970. His father founded Cameron Animal Hospital in 1936, constructing the first purposefully built animal hospital in the state. Dr. Cameron grew up on a farm in Parsippany, New Jersey; an idyllic childhood with his three brothers and one sister, and many, many animals. He also spent much of his childhood working at the hospital, doing everything from caring for hospitalized patients to assisting his father; and

WHEREAS, Dr. Cameron served as a medic in the United States Army before receiving his bachelor's degree from Rutgers University. He went on to receive his veterinary degree from Ontario Veterinary College, before rejoining his father's practice. Unfortunately, they only had a brief period working together before his father passed away; and

WHEREAS, during his 45 years at Cameron Animal Hospital, Dr. Cameron has selflessly served the community, helping tens of thousands of animals in need, through medical services, service to many rescue and shelter organizations, and a rescue program directly through the hospital. Of particular note is his role as a founder of PAWS. One of Dr. Cameron's proudest achievements is his family. His love story with his wife of many years, Juanita Cameron is one for the ages. His love for her is evident in his role of raising his daughter Debbie, and helping his four wonderful grandchildren to success; and

WHEREAS, in addition to his work at the hospital, Dr. Cameron: was a founder of PAWS, which served as the shelter for the Township of Montclair for fifteen years; served as the veterinarian of record for PAWS and afterwards, the Montclair Township Animal Shelter; and was appointed by Governor Hughes to the New Jersey State Board of Veterinary Medical Examiners, on which he served for 16 years, six of those as President of the Board.

NOW THEREFORE, the Mayor and Council of the Township of Montclair, hereby recognize the remarkable contributions of Dr. George Cameron, a pillar of the Montclair community and a pioneer and true hero in the animal welfare world.

Township of Montclair, New Jersey
Proclamation
Recognizing Dr. Barnes & Carter Optometry

- WHEREAS,** for over three decades, the Husband-and-Wife duo of Dr. Frank Barnes and Dr. Tanya Carter have owned and operated the Dr. Barnes & Carter Optometry business in the Township of Montclair. Drs. Barnes and Carter not only represent top-quality care, but they also operate a first-class environment and professional experience; and
- WHEREAS,** Drs. Barnes and Carter have been stalwarts in the Montclair Community serving as sponsors or supports the African American Heritage Parade and Festival, the Dr. Martin Luther King Jr., Scholarship Fund and Montclair Film Festival, their philanthropic efforts are only surpassed by their outstanding entrepreneurship which will continue on Saturday June 10, 2023 when Drs. Barnes and Carter will christen 321 Orange Road with a grand opening of BNC Eye Care Group. The ceremony marks a significant milestone in the group's journey of providing exceptional eye care services; and
- WHEREAS,** Drs. Barnes and Carter advocacy and unwavering support of Montclair have made them integral members of the Montclair Community. Dr. Barnes received his undergraduate degree from the College of Holy Cross and his graduate degree from the State University of New York College of Optometry. Dr. Carter received her college degree from the University of California Los Angeles (UCLA) and her graduate degree from State University of New York College of Optometry. In 1991 they established their first optometric practice at 317A Orange Road in the South End Business District of Montclair before expanding their services to include 317-B, which added an additional 250-sq. feet to their office space in 2002. Ten years later, Dr. Barnes & Carter's success prompted the need for more space, and they successfully acquired 319 Orange Road, their office home for 20-years; and
- WHEREAS,** Drs. Barnes & Carter's continued business success necessitated more space, their commitment to remain in Montclair and specifically the South End Business District, led to their purchase of 321 Orange Road as the perfect location to continue serving the local community as trusted family eye care providers; and
- WHEREAS,** the new expanded facility exemplifies BNC Eye Care Group's dedication to providing thorough eye care services. Patients can expect a wide range of services, including comprehensive eye examinations for adults, children, and infants, ocular management of patients with diabetes, vision therapy, contact lenses, myopia control, low vision services, pre and post operative care for LASIK as well as cataracts. Moreover, the onsite location features a curated collection of fashionable frames and specialized technology tailored to meet the unique needs of the visually impaired; and
- WHEREAS,** Drs. Barnes and Carter will continue to grow their business offering with addition to the Group of Dr. Jonathan Stevens, past Professor of Optometry at schools in Pennsylvania, New York, and St. Louis. Dr. Stevens will Chair BNC's Education division as BNC becomes Private Practice Externship site fourth year students. The BNC Eyecare Group will continue the excellent work in vision and eyecare that Drs. Barnes and Carter have represented for generations.
- NOW THEREFORE,** the Mayor and Council of the Township of Montclair, do hereby recognize and congratulate Dr. Barnes and Dr. Carter for their continued dedication to the Township of Montclair and its residents.

Township of Montclair, New Jersey

Proclamation

Recognizing the second Sunday in June as Racial Amity Day in Montclair

WHEREAS, the Township of Montclair supports the motto on the Great Seal of the United States which bears the inscription *E Pluribus Unum*, a phrase that translates from Latin as ‘Out of Many, One’; and

WHEREAS, the greatest asset of Montclair is its people; and

WHEREAS, Montclair is comprised of multicultural, multiethnic, and multiracial citizens; and

WHEREAS, friendship, collegiality, civility, respect, and kindness are commonly shared ideals of the people of Montclair; and

WHEREAS, the Towards E Pluribus Unum Initiative has invited communities across the United States of America to join in introspection and reflection on the beauty and richness of the diverse people of this great nation, while reaching out with a spirit of amity towards one another annually on the second Sunday in June. It is the ultimate goal of the Initiative to establish a National Race Amity Day, and Montclair joins them in their mission to achieve this recognition of racial amity at the national level; and

WHEREAS, the Montclair Baha’i faith community led the observation of this year’s Racial Amity Day through a devotional gathering at Montclair History Center on Sunday, June 11th. The organization took the opportunity to pray for unity and celebrate the ways in which people have reached across racial differences to help each other through association, amity, and collaboration. Through their ongoing work, the Montclair Baha’i faith community continues to build working partnerships, friendships and alliances to advance the cause of race relations and racial amity.

NOW THEREFORE, the Mayor and Council of the Township of Montclair, do hereby recognize the second Sunday in June as Racial Amity Day in Montclair and encourage the people of Montclair to observe the day with ceremonies and activities that celebrate our ability to overcome racial prejudice through collaboration, amity, and love.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Law Department

ITEM TYPE: Resolution

AGENDA SECTION: **PENDING ORDINANCE(S)/SECOND READING**

SUBJECT: **Ordinance O-23-16:** Ordinance to amend the code of the township of Montclair, new jersey to add Chapter 290 “small wireless facilities in the right-of-way” to regulate small cell wireless facilities within the township rights-of-way

[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.

ATTACHMENTS:

[PENDING O-23-16 Chapter 290 Small Cell Wireless in ROW.pdf](#)

**PENDING ORDINANCE O-23-16
TOWNSHIP OF MONTCLAIR**

ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF MONTCLAIR, NEW JERSEY TO ADD CHAPTER 290 “SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY” TO REGULATE SMALL CELL WIRELESS FACILITIES WITHIN THE TOWNSHIP RIGHTS-OF-WAY

May 16, 2023 (date of introduction)

June 13, 2023 (date of public hearing)

WHEREAS, the Township of Montclair is aware that certain technological developments have made access to its public rights-of-way by certain telecommunications companies for the placement of small wireless facilities, including but not limited to, the installation of antennas, small cells and other communication devices and associated equipment (collectively called the “Small Cells”); and

WHEREAS, the Township has determined that its public rights-of-way constitute a valuable resource to its citizens, finite in nature, and which exists as a common right of the public to pass and repass freely over and across such lands without unreasonable obstruction or interference, and which therefore must be managed carefully; and

WHEREAS, the Federal Telecommunications Act preserves local governments’ ability to manage the public rights-of-way on a competitively neutral and non-discriminatory basis pursuant to 47 U.S.C. § 332(c)(7)(A); and

WHEREAS, New Jersey municipalities must give consent before a Small Cell, i.e., a small antenna, can be placed on an existing pole pursuant to N.J.S.A. 48:3-19 and N.J.S.A. 27:16-6 and for the installation of a new pole within the public right-of-way pursuant to N.J.S.A. 48:17-10; and

WHEREAS, the Federal Communications Commission (“FCC”) has adopted an order entitled “Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment,” WT Docket No. 17-79; WC Docket 17-84; which places a “shot clock” on municipal approval for the placement of Small Cells on existing poles and the placement of new poles in the public right-of-way; and

WHEREAS, the erection of new poles and ground level cabinets in public rights-of-way raise significant aesthetic and safety concerns; and

WHEREAS, the FCC, in its order, provides that municipalities can impose aesthetic and location requirements on Small Cells where said requirements are (1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployment; and, (3) are published in advance; and

WHEREAS, the Township has determined that it is necessary to set forth clear standards in relation to the siting of poles, cabinets, and antennas for the benefit of its citizens and any utilities which use or will seek to make use of said public rights-of-way.

**TOWNSHIP OF MONTCLAIR
PENDING ORDINANCE O-23-16**

NOW, THEREFORE BE IT ORDAINED by the Council of the Township of Montclair, in the County of Essex, State of New Jersey that it hereby amends the Montclair Code as follows:

Chapter 290 Small Wireless Facilities in the Public Right of Way

§ 290 -1 Definitions.

Unless indicated otherwise in this chapter, the meanings of terms used herein shall be as follows:

ADMINISTRATIVE REVIEW

Ministerial review of an application by the Director of Planning and Community Development and the Township Engineer to determine whether the issuance of a permit is in conformity with the applicable provisions of this chapter.

ANTENNA

Communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of wireless services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

APPLICABLE CODES

Uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent the Township has adopted such codes, including any amendments adopted by the Township, or otherwise are applicable in the jurisdiction.

APPLICANT

Any person or entity who submits an application under this chapter.

APPLICATION

A written request on a form provided by the Township.

CO-LOCATE or CO-LOCATION

To install or mount a small wireless facility in the public right-of-way on an existing support structure, an existing tower, or on an existing pole to which a small wireless facility is attached at the time of the application.

COMMUNICATIONS FACILITY

Collectively, the equipment at a fixed location or locations within the public right-of-way that enables communications services, including; i) radio transceivers, antennas, coaxial, fiber-optic, or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and ii) all other equipment associated with any of the foregoing. A communications facility does not include the pole, tower, or support structure to which the equipment is attached.

COMMUNICATIONS SERVICE

Cable service, as defined in 47 U.S.C. § 522(6); information service, as defined in 47 U.S.C. § 153(24); or telecommunications service, as defined in 47 U.S.C. § 153(53).

COMMUNICATIONS SERVICE PROVIDER

**TOWNSHIP OF MONTCLAIR
PENDING ORDINANCE O-23-16**

A provider of communications services and includes a cable operator as defined in 47 U.S.C. § 522(5).

DECORATIVE POLE

A pole that is specially designed and placed for aesthetic purposes.

ELIGIBLE FACILITIES REQUEST

An eligible facilities request as set forth in 47 CFR 1.6100, as that section may be amended from time to time.

FCC

The Federal Communications Commission of the United States.

LAWS

Collectively, all federal, state, or local law, statute, common law, code, rule, regulation, order, or ordinance.

ORDINARY MAINTENANCE AND REPAIR

Inspections, testing and/or repair that maintain functional capacity, aesthetic, and structural integrity of a communications facility and/or the associated support structure, pole, or tower, which does not require blocking, damaging, or disturbing any portion of the public right-of-way.

PERMIT or ROW PERMIT

A written authorization to install, at a specified location(s) in the public right-of-way, a communications facility, tower, or a pole to support a communications facility.

PERMITTEE

An applicant that has received a permit under this chapter.

PERSON

An individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a governmental entity.

POLE

A legally constructed pole, such as a utility, lighting or similar pole made of wood, concrete, metal, or other material, located or to be located within the public right-of-way. A pole does not include a tower or support structure and does not include a pole or structure that supports electric transmission lines.

PROVIDER

A communications service provider or a wireless services provider and includes any person that owns and/or operates within the public right-of-way any communications facilities, wireless facilities, poles built for the sole or primary purpose of supporting communications facilities or towers.

PUBLIC RIGHT-OF-WAY

The area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, or similar purpose. The term does not include a federal interstate highway, state highway, county right-of-way or other areas that are not within the legal jurisdiction, ownership, or control of the Township.

REPLACE or REPLACEMENT

In connection with an existing pole, support structure or tower, to replace (or the replacement of) same with a new structure, substantially similar in design, size, and scale to the existing structure and in conformance with this chapter and any other applicable regulations to address limitations of the existing structure to structurally support co-location of a communications facility.

SMALL WIRELESS FACILITY

A wireless facility that meets the following qualifications: i) each antenna could fit within an enclosure of not more than three cubic feet in volume; ii) all other wireless equipment associated with the antenna, including the preexisting equipment, is cumulatively no more than 28 cubic feet in volume; and iii) the maximum height of the small wireless facility is 50 feet.

SMART POLE

A decorative utility pole that conceals, disguises or camouflages one or more small wireless facility installation(s) and may include other features such as street lighting, 911 call service access, public access wi-fi, public electronic signs, and surveillance cameras. A smart pole must allow for multiple occupants and allow space for municipal use for other services and/or equipment. Smart poles shall not have external latches, external hinges, or external cabling. The pole shall be made of an inherently rust-resistant material.

STATE

The State of New Jersey.

SUPPORT STRUCTURE

A structure in the public right-of-way other than a pole or a tower to which a wireless facility is attached at the time of the application.

SURROUNDING STREETSCAPE

The visual elements of a street, including the road, adjoining buildings, street furniture, trees, and open spaces, etc., combine to form the street's character.

TOWER

Any structure in the public right-of-way built for the sole or primary purpose of supporting a wireless facility. A tower does not include a pole or a support structure.

WIRELESS FACILITY

The equipment at a fixed location or locations in the public right-of-way that enables wireless services. The term does not include: i) the support structure, tower, or pole on, under, or within which the equipment is located or co-located; or ii) coaxial, fiber-optic, or other cabling that is between communications facilities or poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna. A small wireless facility is one type of wireless facility.

WIRELESS SERVICES

Any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.

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§ 290-2 Access to public right-of-way.

Prior to installing in the public right-of-way any communications facility or any pole built for the sole or primary purpose of supporting a communications facility, or any tower, a person shall enter into a right-of-way use agreement with the Township of Montclair expressly authorizing use of the public right-of-way for the communications facility, pole or tower proposed to be installed.

- A. The term of the right-of-way use agreement shall not exceed 30 years.
- B. The right-of-way use agreement authorizes the provider's nonexclusive use of the public right-of-way for the sole purpose of installing, maintaining and operating communications facilities, including any pole built for the sole or primary purpose of supporting the communications facilities and to provide the services expressly authorized in the agreement subject to applicable codes and applicable laws, this chapter and the terms and conditions of the agreement. The agreement authorizes use only of the public right-of-way in which the Township has an actual interest. It is not a warranty of title or interest in any public right-of-way, and it does not confer on the provider any interest in any location within the public right-of-way. No other right or authority is granted except as expressly set forth in the agreement. Nothing herein shall authorize the use of the Township's poles, towers, support structures, or other structures in the public right-of-way. All use of the Township's poles, towers, support structures and other structures in the public right-of-way shall require a separate agreement and the payment of separate fees for such use.
- C. The provider shall, at its sole cost and expense, keep and maintain its communications facilities, poles, support structures and towers in the public right-of-way in a safe condition, and in good order and repair.
- D. The provider shall provide insurance and indemnification of the Township as described in the right-of-way use agreement. The provider shall provide proof of the following coverages:
 - (1) Workers' compensation and employer's liability insurance in compliance with the state's Workers' Compensation Law, with a minimum limit of liability of \$500,000.
 - (2) Comprehensive general liability insurance with minimum limit of liability of \$2,000,000 per occurrence.
 - (3) Automobile liability insurance covering claims for bodily injury and property damage arising from all owned, hired, and non-owned vehicles with minimum limit of liability of \$1,000,000 combined single limit.

§ 290-3 Right-of-way permit.

- A. No person may construct, maintain, or perform any other work in the public right-of-way related to communications facilities, poles built for the sole or primary purpose of supporting communications facilities, or towers without first receiving a permit to the extent required under this chapter, and any subsequent permits or authorizations required by applicable laws or the Township.
- B. The Township shall not issue a permit unless the applicant, or a provider on whose behalf the

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applicant is constructing communications facilities, poles or towers, has applied for and received the right-of-way use agreement required by § 290-2 of this chapter, or otherwise has a current and valid franchise with the Township expressly authorizing use of the public right-of-way for the communications facilities, poles or towers proposed in the application, and all applicable fees have been paid.

- C. The provider shall not locate or maintain its communications facilities, wireless facilities, support structure, poles, and towers to unreasonably interfere with the use of the public right-of-way by the Township, by the public or by other persons authorized to use or be present in or upon the public right-of-way.

§ 290-4 Location and siting.

A. Height.

(1) In a nonresidential zone district, the maximum height of the pole shall be 50 feet, including the antennas, or 110% of the height of poles in the surrounding streetscape, whichever is greater.

(2) In a residential zone district, the maximum height of the pole shall be 35 feet, including the antennas, or 110% of the height of poles in the surrounding streetscape, whichever is greater.

- B. Distance from curb line. All poles shall be at least 18 inches and no more than five feet from the curb line.

C. Location, safety, and aesthetics.

(1) No pole shall be erected in the public right-of-way unless it:

- (a) Is replacing an existing pole; or
- (b) Is approved by the Township; and
- (c) Is at least 200 linear feet from any other existing pole or proposed pole which is used to support a small wireless facility; and
- (d) Is not located in an area with underground utilities except as specified in Subsection **H** below; and
- (e) Does not inhibit any existing sight triangles; and
- (f) Allows a continuous unobstructed area at least four feet in width for the public to pass and repass across the public right-of-way.

(2) All poles located in the C-1 or C-3 Central Business zone districts shall be smart poles.

(3) All poles located in the N-C or C-2 zone districts or in a locally designated historic district shall be decorative poles to preserve the existing character and streetscape and

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minimize impact on surrounding properties.

- D. Pole-mounted antennas are permitted on new and existing poles, provided that each pole-mounted antenna:
 - (1) Does not exceed three cubic feet in volume; and
 - (2) Is finished and/or painted and otherwise camouflaged, in conformance with best available stealth technology methods, to blend in compatibly with its background and to minimize its visual impact on surrounding properties; and
 - (3) Does not inhibit sight triangles; and
 - (4) Allows adequate room for the public to pass and repass across the public right-of-way.
- E. Pole-mounted cabinets are permitted on new and existing poles, provided that each pole-mounted cabinet:
 - (1) Does not exceed 16 cubic feet; and
 - (2) Is finished and/or painted and otherwise camouflaged in conformance with best available stealth technology methods to blend in compatibly with its background and to minimize its visual impact on surrounding properties; and
 - (3) Does not inhibit sight triangles; and
 - (4) Allows adequate room for the public to pass and repass across the public right-of-way.
- F. The Township may also require that an applicant provide a certification from a licensed engineer attesting to the structural integrity of any pole-mounted antenna or pole-mounted cabinet.
- G. Ground-mounted equipment may be used only to house equipment and other supplies in support of the small wireless facility.
- H. Underground utilities. Unless otherwise agreed to in writing by the Township or otherwise required by applicable laws, whenever any existing electric utilities or communications facilities are located underground within a public right-of-way, the provider with permission to occupy the same portion of the public right-of-way shall locate its communications facilities underground at its own expense. The Township may, in its sole discretion, approve aboveground placement of equipment cabinets, pedestals and similar equipment. For facilities or equipment such as wireless facilities that cannot, by their nature, operate unless located aboveground, the provider and Township shall work to find a suitable location for such facilities or equipment, and which may be outside the public right-of-way, only if the Township owns or otherwise manages said locations and has the authority to make them available to the applicant for its communications facilities under similar terms and conditions as locations are made available in the public right-of-way. The applicant shall not be compelled to locate its aboveground wireless facilities on private property that is not owned,

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controlled, or otherwise managed by the Township.

- I. All wireless equipment associated with the pole or tower, including the wireless equipment associated with the antenna and any preexisting associated equipment, shall not be more than 28 cubic feet in volume.
- J. The provider shall, upon completion of construction, provide the Township with as-built drawings and a map showing the location of the facility and equipment.
- K. Fewest possible new poles. The applicant shall use existing poles, when possible, for the placement of its small wireless facilities and shall minimize the number of new proposed poles in the public right-of-way to the fewest possible to meet the coverage and capacity requirements.
- L. Fewest possible small wireless facilities. The applicant shall minimize the number of new proposed small wireless facilities in the right-of-way to the fewest possible to meet its coverage and capacity requirements.
- M. Co-location. To the maximum extent practical, the applicant shall make its poles available to subsequent and additional applicants who desire to utilize the right-of-way to provide wireless services. Applicants shall co-locate on existing poles when possible.
- N. Advertising and signage. Small wireless facilities and supporting poles shall not contain any advertising or signage, other than that which is required by the FCC and New Jersey Board of Public Utilities, as well as other applicable state, local and federal laws, and regulations.
- O. Noise. Small wireless facilities shall not cause noise that will result in a disturbance to nearby properties or interfere with the right of quiet enjoyment to same and shall not violate the provisions of any applicable noise ordinance, including local state and federal standards. Small wireless facilities shall adhere to noise standards for stationary commercial and industrial sources promulgated by the New Jersey Department of Environmental Protection (NJDEP) via its statutory authority under the 1971 Noise Control Act and specified in detail in the Model Local Noise Control Ordinance. This includes the standard that sound levels emitted from small wireless facilities may not exceed 65 decibels between 7:00 a.m. and 10:00 p.m. and may not exceed 50 decibels between 10:00 p.m. and 7:00 a.m., as well as any such and related standards which are revised by the NJDEP from time to time.

§ 290-5 Restoration requirements.

- A. The provider, or its agent or contractor, shall restore, repair and/or replace any portion of the public right-of-way that is damaged or disturbed by the provider's communications facilities, poles, towers, or work in or adjacent to the public right-of-way. Said restoration, repair and replacement shall be done to the satisfaction of the Township Engineer, who will determine good workmanship as well as compliance with applicable standards and ordinances regarding road openings and pavement and sidewalk repair. The provider, or its agent or contractor, shall regularly maintain the provider's communications facilities, poles, towers, or work in or adjacent to the public right-of-way in good working condition and appearance, and shall keep said equipment free of dirt, graffiti or any other unsightly conditions.

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- B. If the provider fails to timely restore, repair, or replace the public right-of-way as required in this section, the Township or its contractor may do so, and the provider shall pay the Township's costs and expenses in completing the restoration, repair, or replacement.

§ 290-6 Removal, relocation, and abandonment.

- A. Within 30 days following written notice from the Township, the provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its communications facilities, poles, support structures or towers within the public right-of-way, including relocation of aboveground communications facilities underground (consistent with the provisions of this chapter), whenever the Township has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance or installation of any Township improvement, the operations of the Township in, under or upon the public right-of-way, or otherwise is in the public interest. The provider shall be responsible to the Township for any damages or penalties it may incur because of the provider's failure to remove or relocate communications facilities, poles, support structures or towers as required in this section.
- B. The Township retains the right and privilege to cut or move any communications facility, pole, support structure or tower located within the public right-of-way of the Township, as the Township may determine, in its sole discretion, to be necessary, appropriate, or useful in response to any public emergency. If circumstances permit, the Township shall notify the provider and give the provider an opportunity to move its own facilities prior to cutting or removing the communications facility, pole, support structure or tower. In all cases, the Township shall notify the provider after cutting or removing the communications facility, pole, support structure or tower as promptly as reasonably possible.
- C. A provider shall notify the Township of abandonment of any communications facility, pole, support structure or tower at the time the decision to abandon is made; however, in no case shall such notification be made later than 30 days prior to abandonment. Following receipt of such notice, the provider shall remove its communications facility, pole, support structure or tower at the provider's own expense, unless the Township determines, in its sole discretion, that the communications facility, pole, support structure or tower may be abandoned in place. The provider shall remain solely responsible and liable for all its communications facilities, poles, support structures and towers until they are removed from the public right-of-way unless the Township agrees in writing to take ownership of the abandoned communications facilities, poles, support structures or towers.
- D. If the provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its communications facilities, poles, support structures or towers or remove any of its abandoned communications facilities, poles, support structures or towers as required in this section, the Township or its contractor may do so, and the provider shall pay all costs and expenses related to such work, including any delay damages or other damages the Township incurs arising from the delay.

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§ 290-7 Fees and charges.

- A. **Application Fee.** All applications for approval and issuance of a small wireless facility siting permit pursuant to this chapter shall be accompanied by a fee as follows:
- (1) For applications that do not include the installation of any new structures within the right-of-way, the application fee shall be \$500 for up to five small wireless facilities with an additional \$100 for each small wireless facility beyond five.
 - (2) For applications that include the installation of a new structure within a right-of-way, the application fee shall be \$1,000 for up to five small wireless facilities with an additional \$100 for each small wireless facility beyond five.
- B. **Escrow Fee.** An escrow fee of \$1,000 per new small wireless facility, including any new pole or support structure, as applicable, and \$500 per alteration, expansion, modification to an existing small wireless facility or pole or support structure, shall be submitted along with each application for a permit and held in escrow to be billed against actual incurred costs. Any expenses above the escrow shall be invoiced to the applicant directly and shall be paid by the applicant prior to the issuance of any permit.
- C. **Application fees apply to all work.** Application fees and escrow fees apply to the initial installation of facilities as well as to any subsequent upgrade, replacement, expansion, modification, or alteration of same, with each instance of an upgrade, expansion, alteration, modification, or repair being a separate project subject to a permit application, application fee and escrow fee. Ordinary maintenance and repair do not trigger any fees.
- D. **The annual right-of-way occupancy rate shall be \$270 per annum and shall be paid within 30 days of the issuance of the applicable permit and annually thereafter, with payment being due on the anniversary of the first payment date for the balance of the term. However, under no circumstances shall the rate be remitted later than 90 days after the full execution of the applicable right-of-way use agreement between the Township and the applicant.**
- E. **All fees and rates will be applied in a nondiscriminatory manner to all communications service providers.**
- F. **Other fees.** The applicant or provider shall be subject to any other generally applicable fees of the Township or other government body, such as those required for electrical permits, building permits, or street-opening permits, which the applicant or provider shall pay as required in the applicable laws, as well as attachment fees for the use of the Township-owned poles, towers, support structures, ducts, conduits or other structures in the public right-of-way, as set forth in attachment agreements authorizing such use.
- G. **No refund.** Except as otherwise provided in the right-of-way use agreement, franchise agreement or license, the provider may remove its communications facilities, poles, or towers from the public right-of-way at any time, upon not less than 30 days' prior written notice to the Township and may cease paying the Township any applicable recurring fees for such use, as of the date of actual removal of the facilities and complete restoration of the public right-of-way. In no event shall a provider be entitled to a refund of any fees paid prior to removal

of its communications facilities, poles, or towers.

§ 290-8 Permit applications.

- A. Permit required. Unless expressly authorized in this chapter or in writing by the Township, no person may construct, install, modify, expand, alter or maintain in the public right-of-way any communications facilities, poles built for the sole or primary purpose of supporting communications facilities or towers, including the installation or collocation of communications facilities on existing poles, towers, support structures or other structures within the public right-of-way without first receiving a permit. Notwithstanding the foregoing, in the event of an emergency, a provider or its duly authorized representative may work in the public right-of-way prior to obtaining a permit, provided that the provider shall attempt to contact the Township prior to commencing the work and shall apply for a permit as soon as reasonably possible, but not later than 24 hours after commencing the emergency work. For purposes of this subsection, an "emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore lost service or prevent immediate harm to persons or property.
- B. Permit application requirements. The application shall be made by the provider or its duly authorized representative. Five copies of the application and associated documents shall be submitted to the Township Engineer and shall contain the following:
- (1) The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant.
 - (2) The names, addresses, telephone numbers and email addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.
 - (3) A description of the proposed work and the purposes and intent of the proposed communications facility, pole, tower, support structure or wireless facility (as applicable) sufficient to demonstrate compliance with the provisions of this chapter.
 - (4) If applicable, a copy of the authorization for use of the property from the pole, tower, or support structure owner on or in which the communications facility will be placed or attached.
 - (5) Detailed construction drawings regarding the proposed communications facility, pole, tower, support structure or wireless facility (as applicable). Construction drawings shall include, at minimum, a clear delineation of the right-of-way, distance of the proposed communications facility, pole, or support structure from certain existing public right-of-way features such as curb ramps for handicap accessibility pursuant to the Americans With Disabilities Act, sidewalk width and other details standard for these types of telecommunications installations in the public right-of-way.
 - (6) To the extent the proposed facility involves co-location on a pole, tower or support structure, a structural report performed by a duly licensed engineer evidencing that the pole, tower, or support structure will structurally support the co-location (or that the pole, tower, or support structure will be modified to meet structural requirements) in

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accordance with applicable codes.

- (7) For any new aboveground facilities, accurate visual depictions, or representations, if not included in the construction drawings.
 - (8) The following additional permits, approvals, and authorization, as each is reasonably applicable to the proposed application:
 - (a) Street-opening permit in accordance with Township ordinances.
 - (b) Construction permit in accordance with Township ordinances or state codes, as applicable.
 - (c) County approval, for sites located in the county right-of-way.
- C. Proprietary or confidential information in application. Applications are public records that may be made publicly available pursuant to the New Jersey Open Public Records Act. Notwithstanding the foregoing, the applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each portion of such materials accordingly, and the Township shall treat the information as proprietary and confidential, subject to the New Jersey Open Public Records Act and the Township's determination that the applicant's request for confidential or proprietary treatment of application materials is reasonable. The Township shall not be required to incur any costs to protect the application materials from disclosure, other than the Township's routine procedures for complying with the New Jersey Open Public Records Act.
- D. Ordinary maintenance and repair. A permit shall not be required for ordinary maintenance and repair. The provider or other person performing the ordinary maintenance and repair shall obtain any other permits required by applicable laws and shall notify the Township in writing at least 48 hours before performing the ordinary maintenance and repair. Notwithstanding the foregoing, the Township reserves the right to inspect the applicant's small wireless facilities at any time to determine if the existing configuration matches the configuration contained in the most recently issued permit, and the applicable right-of-way use agreement. The applicant shall bear no costs for said inspections. However, if it is determined that an existing small wireless facility is found to be larger than the dimensions specified in the most recently issued applicable permit, then the applicant shall be in violation of this chapter. The applicant shall receive notice from the Township and, upon receipt of such notice, be required to restore the site within 10 days to the configuration of the most recently approved permit or retroactively apply for administrative approval for the unapproved modifications. In such instances, the applicant will be responsible for costs and fees incurred by the Township to perform inspections and review.
- E. Material changes. Unless otherwise agreed to in writing by the Township, any material changes to an application, as determined by the Township in its sole discretion, shall be considered a new application for purposes of the time limits set forth in chapter, unless otherwise provided by applicable laws.

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- F. **Application fees.** Unless otherwise provided by applicable laws, all applications pursuant to this chapter shall be accompanied by the required fees.
- G. **Effect of permit.** A permit from the Township authorizes an applicant to undertake only the activities in the public right-of-way specified in the application and permit, and in accordance with this chapter and any general conditions included in the permit. A permit does not authorize attachment to or use of existing poles, towers, support structures or other structures in the public right-of-way; a permittee or provider must obtain all necessary approvals from the owner of any pole, tower, support structure or other structure prior to any attachment or use. A permit does not create a property right or grant authority to the applicant to interfere with other existing uses of the public right-of-way.
- H. **Duration.** Any permit for construction issued under this chapter shall be valid for a period of 365 days after issuance, provided that the period may be extended for up to an additional 180 days upon written request by the applicant (made prior to the end of the initial 365-day period) if the failure to complete construction is because of circumstances beyond the reasonable control of the applicant.
- I. **Batch permit.** An applicant may simultaneously submit no more than 25 applications for communications facilities, or may file a single, consolidated application covering such communications facilities, provided that the proposed communications facilities are to be deployed on the same type of structure using similar equipment and within an adjacent, related geographic area of the Township. If the applicant files a consolidated application, the applicant shall pay the application fee calculated as though each communications facility were a separate application.

§ 290-9 Application review.

- A. **Pre-application meeting.** Prior to making a formal application with the Township for use of the public right-of-way, all applicants are advised to meet voluntarily with the Township Engineer and Director of Planning and Community Development to review the scope of the applicant's proposal.
- B. All applications made under this chapter shall be expedited to comply with the shot clocks set forth in the FCC Order entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment," WT Docket No. 17-79; WC Docket No. 170-84.
- C. The Director of Planning and Community Development and Township Engineer shall review all applications for the placement of new poles and equipment within the public right-of-way and the placement of pole-mounted antennas and pole-mounted cabinets within the public right-of-way and advise the Township whether the application is complete and whether it meets the requirements of this chapter.
- D. Except as otherwise provided by applicable laws, the Township shall, within 30 days of receiving an application, notify the applicant if the application is incomplete and identify the missing information. The applicant may resubmit the completed application within 10 days

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without additional charge, in which case the Township shall have 30 days from receipt of the resubmitted application to verify the application is complete, notify the applicant that the application remains incomplete or, in the Township's sole discretion, deny the application.

- E. The Township shall review the application and, if the application conforms with applicable provisions of this chapter, the Township shall issue the permit, subject to the standard permit requirements published by the Township.
- F. The Township shall make its final decision to approve or deny the application within 60 days for a co-location of a small wireless facility to an existing structure, and 90 days to deploy a small wireless facility on a new structure, after the application is complete (or deemed complete in the event the Township does not notify the applicant that the application or resubmitted application is incomplete). Review of an application to deploy a facility other than a small wireless facility using a new structure shall be decided within 150 days.
- G. Waiver. The Township, via its Council, Manager or any person designated as having the right to do so, may waive any siting standard set forth in this chapter where the applicant demonstrates that strict enforcement of said standard:
 - (1) Will prohibit or have the effect of prohibiting any interstate or intrastate telecommunications service pursuant to 47 U.S.C. § 253(a); or
 - (2) Will prohibit or have the effect of prohibiting personal wireless service pursuant to 47 U.S.C. 332(c)(7)(B)(i)(II); or
 - (3) Will violate any requirement set forth by the FCC Order entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment," WT Docket No. 17-79; WC Docket No. 170-84.
- H. The Township shall advise the applicant in writing of its final decision.

§ 290-10 Permitted use.

Notwithstanding anything else in the Code of the Township of Montclair, the installation of antennas, small cells and other communication devices and associated equipment in the public right-of-way either on existing or new poles is permitted and considered a permitted use if a right-of-way use agreement and right-of-way permits are obtained pursuant to this chapter.

§ 290-11 Governance of deployments outside of public right-of-way.

This chapter is intended to govern the installation, placement, maintenance, modification, upgrade, and repair of communications facilities, including small wireless facilities, in the public right-of-way. The placement of telecommunications equipment outside of the public right-of-way shall be governed by the applicable codes and ordinances of the Township, including the provisions of Chapter 347, Zoning, Article II, Telecommunications.

§ 290-12 Preexisting sites and municipal agreements.

- A. Any communications facilities in the public right-of-way existing at the time of the adoption

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of the provisions of this chapter, whether a right-of-way use agreement exists or is in force and effect with regard to same, shall be required to comply with the provisions of this chapter.

- B. Any right-of-way use agreements entered into between the Township and any provider regarding communications facilities in the public right-of-way shall be required to conform to the provisions and standards of this chapter. To the extent the provisions of any existing such agreement conflict with this chapter, said provisions, at the discretion of the Township, shall be replaced and superseded by the applicable terms of this chapter.

§ 290-13 New Jersey One Call.

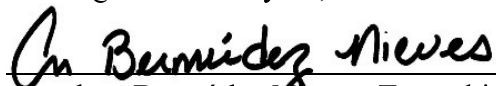
In addition to compliance with the applicable provisions of this chapter, prior to the start of any installation of poles, support structures, small wireless facilities or other communications facilities that require excavation, the applicant shall contact New Jersey One Call at 811 at least three full business days prior to the commencement of work.

§ 290-14 Violations and penalties.

Violation of any of the provisions of this chapter shall be punishable with a civil penalty of \$500 for each violation which continues more than 10 days after written notice of such violation is provided to the person or applicant. Each day, after such notice, that a violation occurs or is permitted to exist by the person or applicant constitutes a separate offense.

ROLL CALL VOTE ON INTRODUCTION						
COUNCIL MEMBER	MOVANT	SECOND	YES	NO	ABSTAIN	ABSENT
Councilor Cummings				✓		
Deputy Mayor Hurlock			✓			
Councilor Price Abrams			✓			
Councilor Russo				✓		
Councilor Schlager			✓			
Councilor Yacobellis		✓	✓			
Mayor Spiller	✓		✓			

I HEREBY CERTIFY the foregoing to be a true copy of ordinance O-23-16 introduced and approved by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on May 16, 2023.


 Angelese Bermúdez Neves, Township Clerk



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Finance Department

ITEM TYPE: Ordinance

AGENDA SECTION: **PENDING ORDINANCE(S)/SECOND READING**

SUBJECT: **Ordinance O-23-17:** Bond Ordinance providing for various capital improvements in and by the Township of Montclair, in the County of Essex, New Jersey, appropriating \$7,960,000 therefor and authorizing the issuance of \$7,562,000 bonds or notes of the Township to finance part of the cost thereof.

[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.

ATTACHMENTS:

[PENDING O-23-17 Bond Ordinance - Various Capital Improvements.pdf](#)

**PENDING BOND ORDINANCE O-23-17
TOWNSHIP OF MONTCLAIR**

**BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN
AND BY THE TOWNSHIP OF MONTCLAIR, IN THE COUNTY OF ESSEX, NEW
JERSEY, APPROPRIATING \$7,960,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$7,562,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE
PART OF THE COST THEREOF**

May 16, 2023 (date of introduction)
June 13, 2023 (date of public hearing)

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONTCLAIR, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Montclair, in the County of Essex, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$7,960,000, and further including the aggregate sum of \$398,000 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$7,562,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

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<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of a street sweeper and a 31-yard packer truck, including all related costs and expenses incidental thereto.	\$590,000	\$560,500	15 years
b) Acquisition of radios and a communications system, including all related costs and expenses incidental thereto.	\$1,520,000	\$1,444,000	5 years
c) Township-wide paving and curbing improvements, all as set forth on a list on file with the Department of Community Services, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	\$3,550,000	\$3,372,500	10 years
d) Rehabilitation of and improvements to public safety buildings, including all work and materials necessary therefor and incidental thereto.	\$1,550,000	\$1,472,500	15 years
e) Township-wide stormwater culvert improvements, all as set forth on a list on file with the Department of Community Services which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	<u>\$750,000</u>	<u>\$712,500</u>	40 years
Total	<u>\$7,960,000</u>	<u>\$7,562,000</u>	

**TOWNSHIP OF MONTCLAIR
PENDING BOND ORDINANCE O-23-17**

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

**TOWNSHIP OF MONTCLAIR
PENDING BOND ORDINANCE O-23-17**

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 13.21 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$7,562,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$190,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

**TOWNSHIP OF MONTCLAIR
PENDING BOND ORDINANCE O-23-17**

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ROLL CALL VOTE ON INTRODUCTION						
COUNCIL MEMBER	MOVANT	SECOND	YES	NO	ABSTAIN	ABSENT
Councilor Cummings			✓			
Deputy Mayor Hurlock		✓	✓			
Councilor Price Abrams			✓			
Councilor Russo			✓			
Councilor Schlager			✓			
Councilor Yacobellis			✓			
Mayor Spiller	✓		✓			

I HEREBY CERTIFY the foregoing to be a true copy of bond ordinance O-23-17 introduced and approved by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on May 16, 2023.


 Angelese Bermúdez Nieves, Township Clerk



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

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

ITEM TYPE: Ordinance

AGENDA SECTION: NEW BUSINESS ORDINANCE(S)

SUBJECT: **Ordinance O-23-06:** Ordinance to amend Section 347 Zoning Of the Code of the Township of Montclair, New Jersey

ATTACHMENTS:

[Item 0D O-Council_Demolition of historic structures 20230426.pdf](#)

1 *(Ordinance listed as “New Business” for reintroduction as a result of substantive changes.)*

2
3 **O-23-06**

4
5 **AN ORDINANCE TO AMEND SECTION 347 ZONING OF THE CODE OF THE**
6 **TOWNSHIP OF MONTCLAIR, NEW JERSEY**

7
8 June 13, 2023(date of reintroduction)

9
10 **WHEREAS**, Section 347-142.1 of the Montclair Code for demolition of historic
11 structures was added to the Zoning Ordinance on July 9, 2019 through the adoption of Ordinance
12 O-19-020; and

13
14 **WHEREAS**, Section 347-134(K) of the Montclair Code empowers the Commission to
15 draft and/or recommend to the Township Council and the Planning Board amendments to
16 existing ordinances that impact the design and preservation of historic structures regulated by
17 Chapter 347, Section 134 et seq. of the Montclair Code; and

18
19 **WHEREAS**, the Historic Preservation Commission has reviewed several applications for
20 a permit for total demolition of historic buildings since the adoption of the Ordinance; and

21
22 **WHEREAS**, the Historic Preservation Commission formed a subcommittee comprising
23 three Commissioners to evaluate the effectiveness of Montclair Code Sections 347-142.1 and
24 347-143 and recommend amendments to the Ordinance; and

25
26 **WHEREAS**, the Historic Preservation Commission at a meeting held on October 13,
27 2022 recommended the proposed amendments to the Ordinance; and

28
29 **WHEREAS**, the Economic Development Committee reviewed and provided comments
30 which have been incorporated into the draft Ordinance included hereto; and

31
32 **NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township
33 of Montclair that the amendments to Chapter 347, Section 142.1 of the Montclair Code is
34 amended as set forth below (deletions are shown as ~~strikethroughs~~ and additions are shown in
35 underlined text):

36
37 **1. §347-128 Definitions**

38
39 No changes for terms “ADDITION” through “HISTORIC PRESERVATION OFFICER”

40
41 HISTORIC SITE

42 Any real property, man-made building or structure, natural object or configuration of any portion
43 or group of the foregoing, or which is the location of a significant event or series of events, a

1 prehistoric or historic occupation or activity, whether public or private, which has been
2 designated by the Commission, the Planning Board in the master plan or in a periodic general
3 reexamination report, or the governing body pursuant to N.J.S.A. 40:55D-65 or -65.1, as having
4 historical, archeological, cultural, scenic or architectural significance.

5
6 No changes for terms “IMPROVEMENT” through “RESTORATION”

7
8 **SITE**

9 ~~Any real property, whether public or private, with or without improvements, which is the~~
10 ~~location of a significant event or series of events, a prehistoric or historic occupation or activity,~~
11 ~~or a building, structure or object or any configuration, portion or group of the foregoing which~~
12 ~~has been designated by the Commission as having historical, archaeological, cultural, scenic or~~
13 ~~architectural significance pursuant to the provisions of this article.~~

14
15 No changes for the remainder of this section

16
17 **2. §347-142.1A Purpose**

18
19 No changes

20
21 **3. §347-142.1B Definitions**

22
23 **ADMINISTRATIVE OFFICER**

24 For purposes of this Article XXIII, the Zoning Officer.

25
26 **HISTORIC BUILDING, SITE OR STRUCTURE**

27 Includes any ~~property~~ Historic Building, Site or Structure property 1) located in a
28 federally, state- or locally designated historic zoning district; or 2) located on a federally,
29 state- or locally designated historic site identified on the Zoning or Official Map; or 3)
30 identified as historic or potentially historic in the Historic Preservation Element of the
31 Master Plan with a documented historic survey filed with the New Jersey State Historic
32 Preservation Office. The Department of Planning and Community Development shall
33 maintain a list of properties deemed to ~~be~~ have ~~be~~ historic buildings, sites or structures,
34 and a notation to that effect added to the property record in the Tax Assessor's office.

35 **HISTORIC STRUCTURE**

36 Shall mean any structure of historic significance that is identified in a federally, state or locally
37 designated historic district or that is identified as historic or potentially historic in a documented
38 survey filed with the New Jersey State Historic Preservation Offi

39 **PARTIAL DEMOLITION and PARTIALLY DEMOLISHED**

40 Shall mean any razing, dismantling, destruction, removal, or demolition of less than 50%
41 of the total building, site or structure as calculated by the surface area of any visible
42 façade, exterior wall and/or architectural element, including removal of a building, site or
43 structure from its site, which may or may not include the foundation.

44
45 **PERMIT**

46 Shall have the meaning given in § 347-128.

1
2 **TOTAL DEMOLITION and TOTALLY DEMOLISHED**

3 For purposes of this section the razing, dismantling or destruction of substantially all of any
4 building or of any publicly visible facade wall, including removal of a building from its site,
5 which may or may not include the foundation. "Total demolition" is to be distinguished
6 from "demolition" as defined at § 347-128, which is a broader category that includes total
7 demolition. "Substantially all" of a building means at least 50% of the exterior walls.
8 This section shall be applicable to the razing, dismantling, destruction, removal, or
9 demolition (collectively referred to as "demolition") of all or substantially all of any historic
10 building, site or structure, including any publicly visible facade, including removal of a
11 building, site or structure from its site, which may or may not include the foundation. "Total
12 demolition", which is subject to this section, is to be distinguished from "demolition" as
13 defined at § 347-128, which is a broader category that includes total demolition.
14 "Substantially all" of a building, site or structure means at least 50% of the exterior walls or
15 publicly visible facade wall, as measured by the exterior surface area of the building, site or
16 structure. Any demolition (partial or total) proposed within five years of a previous
17 demolition permit issuance for the same property will be considered cumulatively with
18 respect to the percentage of exterior walls or façade demolished or removed when
19 determining whether total demolition is sought.

20
21 **TOTAL DEMOLITION PERMIT**

22 A separate permit distinct from a construction or building permit issued by the
23 Construction Official, specific to enforcement of the Montclair Code zoning provisions
24 concerning historic preservation.

25
26 **4. §347-142.1C. Notice to property owners**

27
28 No later than 90 days after the effective date of this section, and no later than 90 days after this
29 section becomes newly applicable to a property by way of a documented historic survey being
30 filed with the New Jersey State Historic Preservation Office, adoption of an Ordinance by the
31 Township Council designating a new individual landmark property or district, or otherwise, the
32 Township shall notify the owner of each property that as of said date is or contains an historic
33 building, site or structure as defined in § 347-142.1B that said property is subject to the
34 requirements of this section. Notice may be provided by regular mail to the last known address
35 of the owner of record as found on the Tax Assessor's records. Failure to receive notice shall not
36 relieve the property from compliance with the provisions hereof.

37
38 **5. §347-142.1D. Permits to totally demolish for total demolition or removal of**
39 **historic buildings, sites or structures.**

40
41 No changes to body of this section

42
43 **6. §347-142.1E. Procedure and criteria for total demolition approval**

44
45 (1) Supplementary application. An application, or supplementary application, as the case may be,
46 for approval to totally demolish or remove an historic building, site or structure shall be

1 completed and submitted on a form authorized by the Department of Planning and Community
2 Development in cases where:

3
4 (a) An application for a total demolition permit for an historic building, site or structure has been
5 submitted to the Construction Official.

6
7 (b) The administrative officer finds that any other permit application to the Construction Official
8 involves total demolition of an historic building, site or structure as defined herein.

9
10 (c) An application for development is filed with the Planning Board or the Board of Adjustment
11 that if approved would require the total demolition or removal of an historic building, site or
12 structure.

13
14 (2) Required contents of application for total demolition or removal. The application for total
15 demolition or removal shall include:

16
17 (a) Complete photographic record of all exterior elevations, interior spaces, and details of all
18 existing buildings, sites or structures and any adjacent properties pertinent to the history of the
19 building, site, structure or surrounding neighborhood.

20
21 (b) Statement of the need/purposes for the proposed total demolition or removal.

22
23 ~~(c) In any instance where there is a claim of no other alternative to total demolition, the applicant~~
24 ~~shall provide written documentation of good faith attempts to sell the building at a reasonable~~
25 ~~and comparable amount or to offer it without charge to purchasers willing to move the building~~
26 ~~to another location and preserve, rehabilitate, relocate, or restore the building. A reasonable and~~
27 ~~comparable sales price shall be indicated by providing evidence such as recent appraisals,~~
28 ~~comparable values of properties similar to the building proposed to be totally demolished or~~
29 ~~other evidence the Historic Preservation Commission deems acceptable.~~

30
31 (c) Written documentation by a qualified historic preservation architect or other design
32 professional as defined by the Secretary of the Interior of: 1) the estimated cost and timing of
33 restoration or rehabilitation of the building, site or structure so as to allow for its reasonable use;
34 and 2) evidence of good-faith attempts to offers of the historic building, site or structure for sale
35 at a price that does not exceed its reasonable and comparable value to purchasers willing to
36 remove and relocate the historic building, site or structure, at the purchaser's expense, to another
37 location within the Township and/or to preserve, rehabilitate or restore the building, site or
38 structure, and 3) the timeframe for such alternatives to take place. A reasonable and comparable
39 price shall be demonstrated by the applicant by providing evidence such as recent appraisals,
40 comparable sales of buildings similar in location, character, and condition to the building, site or
41 structure proposed to be totally demolished or removed or such other evidence as the Historic
42 Preservation Commission determines to be a reasonable indication of its property value. At the
43 request of the applicant, the HPC shall grant a waiver of this requirement upon a finding of good
44 cause, including but not limited to instances the property's historic use as a non-profit institution

1 or charitable organization is proposed to continue onsite, or ~~continued~~ continuous ownership tied
2 to since the period of significance.

3
4 (d) Written and pictorial record of the building's, site's ~~or structure's~~ history and architectural
5 features for archival purposes, including, without limitation, all exterior facades as a whole, a
6 street view with surrounding properties, pictures of all features identified in all
7 historical/architectural surveys of the property on file with the Township, the dates of original
8 construction of the building, site ~~or structure~~ to be totally demolished ~~or removed~~; original
9 documents, maps, drawings, and photographs; the square footage or dimensions of the building
10 or structure to be totally demolished ~~or removed~~; a brief description of the materials,
11 configuration and use of the existing building, site or structure; significant events and occupants
12 associated with the history of the building or property who are historically significant;
13 architectural features; and a description of the building, site ~~or structure~~ through photographs,
14 plans, and maps.

15
16 (e) Archaeological study of the ~~property~~ land that is the subject of the building, site or structure
17 before and/or during total demolition if the property falls within the area demonstrated to have a
18 medium or high probability to contain archaeological resources.

19
20 (f) Preservation or salvage of architectural elements that are proposed for removal and
21 photographic documentation. The Department of Planning and Community Development will
22 provide applicants with local service directories of centers.

23
24 (g) Cost estimate of the proposed total demolition ~~or removal~~, categorized by site preparation,
25 abatement, physical demolition work, disposal of materials and any other relevant costs.

26
27 (h) Conceptual, design or other plans for any building or structure proposed or planned by the
28 applicant to replace the historic building, site, or structure sought to be totally demolished or
29 removed, including a design of the replacement building or structure, and a statement of how the
30 replacement structure will affect the character of the neighborhood. At the request of the
31 applicant, the HPC shall grant a waiver of this requirement upon a finding of good cause.

32
33 (3) Review criteria for total demolition. With regard to applications to totally demolish ~~or~~
34 ~~remove~~ an historic ~~building, site or structure, the following matters shall be considered: such~~
35 ~~application to demolish shall be granted if the applicant demonstrates that: 1) the preservation of~~
36 ~~the historic building, site ~~or structure~~ is not warranted; or 2) the preservation of the historic~~
37 ~~building, site ~~or structure~~ would impose an undue burden or hardship on the applicant.~~

38
39 (a) The first element may be demonstrated by evidence that the building's, site's ~~or structure's~~
40 historic characteristics do not warrant its preservation, based on the following factors:

41
42 (a)(i) Its historical, architectural, cultural and aesthetic significance.

1 ~~(b)~~(ii) Its use, its intended use and/or the use for which the building, structure, ~~object~~ or site was
2 originally designed and the feasibility of the continuation of its designed use.

3
4 ~~(c)~~(iii) Its importance to the Township and the extent to which its historical or architectural value
5 is such that its removal will or will not be detrimental to the landmark district and/or to the
6 public interest.

7
8 ~~(d)~~(iv) The extent to which it is of such ~~old~~ age, unusual or uncommon design, craftsmanship,
9 texture or material that it could not be reproduced or could be reproduced only with great
10 difficulty and cost.

11
12 ~~(e)~~(v) The extent to which its retention would promote business, create new positions, attract
13 tourists, students, writers, historians, artists or artisans, encourage study and interest in American
14 history, stimulate interest and study in architecture and design, educate citizens in American
15 culture and heritage or make the Township a more attractive and desirable place in which to live.

16
17 ~~(f)~~(vi) The probable impact of its removal upon the character and ambience of the landmark
18 district.

19
20 (vii) The extent to which the replacement building, site ~~or structure~~ proposed would preserve or
21 not adversely affect the character of the neighborhood.

22
23 (b) The second element may be demonstrated by evidence, in consideration of the following
24 factors, that preservation of the building ~~or structure~~ or denial of the permit would impose an
25 undue burden or hardship upon applicant:

26
27 ~~(g)~~(i) The condition, structural soundness, and integrity of the historic building, structure, ~~object~~
28 or site and the economic feasibility of its restoration or rehabilitation so as to allow for its
29 reasonable use.

30
31 ~~(h)~~(ii) The threat to the public health and safety as a result of deterioration or disrepair of the
32 historic building, structure, ~~object~~ or site.

33
34 ~~(i)~~(iii) The technological feasibility of structural rehabilitation.

35
36 ~~(j)~~(iv) The interference with the charitable purposes of any nonprofit or charitable organization if
37 total demolition is not permitted.

38
39 (v) Such other information and evidence regarding the burdens upon applicant of preservation as
40 the Historic Preservation Commission may reasonably request in writing.

41
42 (4) Criteria regarding removal and relocation of historic buildings, sites or structures. ~~The~~
43 ~~following factors shall be considered with regard to an application to move to a new location or~~

1 ~~site any historic structure:~~An application to move the building, site or structure to a new location
2 shall be granted if the applicant demonstrates that: 1) the preservation of the historic building,
3 site or structure is not warranted under the criteria of section (4)(a)(i-vi) above; and, 2) moving
4 the historic building, site or structure is technically feasible and would not pose a substantial
5 negative impact to the site, the present historic district, or the proposed district of relocation.

6
7 (a) The first part is satisfied if, upon consideration of the following factors, the building's, site's
8 or structure's historic characteristics do not warrant its preservation:

9
10 (i) Its historical, architectural, cultural and aesthetic significance.

11
12 (ii) Its use, its intended use and/or the use for which the building, structure, ~~object~~ or site was
13 originally designed and the feasibility of the continuation of its designed use.

14
15 (iii) Its importance to the Township and the extent to which its historical or architectural value is
16 such that its removal will be detrimental to the landmark district and/or to the public interest.

17
18 (iv) The extent to which it is of such age, unusual or uncommon design, craftsmanship, texture or
19 material that it could not be reproduced or could be reproduced only with great difficulty.

20
21 (v) The extent to which its retention would promote business, create new positions, attract
22 tourists, students, writers, historians, artists or artisans, encourage study and interest in American
23 history, stimulate interest and study in architecture and design, educate citizens in American
24 culture and heritage or make the Township a more attractive and desirable place in which to live.

25
26 ~~(a)(vi)~~ The impact of the loss of integrity suffered as a result of removal from the original and/or
27 historic location; and, if located within an historic district, the impact of that loss of integrity
28 upon the district as a whole.

29
30 ~~(b) The relative value to the applicant of the proposed relocation contrasted to the value to the~~
31 ~~community as a whole in allowing it to remain at its original and/or historic site.~~

32
33 (b) The second part is satisfied if, upon consideration of the following factors, moving the
34 building, site or structure is not technically feasible and or would not pose a substantial negative
35 impact to the site, the present district, or the proposed district of relocation:

36
37 (i) The condition, structural soundness, and integrity of the building, site or structure and the
38 economic feasibility of its restoration or rehabilitation so as to allow for its reasonable use at
39 another site in the Township.

40
41 (ii) The interference with the charitable purposes of any nonprofit or charitable organization if
42 relocation is not permitted.

43

1 ~~(e)~~(iii) The compatibility, nature and character of the areas adjacent to both the present site
2 location and the proposed site location as they relate to the protection of historic properties and
3 districts as regulated by this article.

4
5 ~~(d)~~(iv) In the event that a proposed new location is in an historic district, the impact on the visual
6 compatibility of adjacent buildings, structures, ~~objects~~ or sites as set forth in § 347-137C(1)
7 through (12), inclusive.

8
9 ~~(e)~~(v) The likelihood of significant damage to the physical integrity of the building, site or
10 structure ~~or object~~ itself.

11 12 **7. §347-142.1F. Review**

13
14 (1) The Historic Preservation Commission shall review the application for total demolition
15 according to the standards set forth in § 347-137A and § 347-142.1D(2) and (3), and the
16 standards set forth in 36 CFR 60.4, entitled "Criteria for Evaluation" as promulgated by the U.S.
17 Secretary of the Interior, which is adopted and incorporated by reference herein.

18
19 (2) The Historic Preservation Commission may delegate the review of the total demolition
20 application to the Historic Preservation Officer, provided that the Commission by resolution
21 shall adopt or otherwise act upon the Officer's report at a public hearing.

22
23 (3) The Historic Preservation Commission shall report and certify its conclusion to the
24 administrative officer as to whether the subject building, site or structure possesses cultural,
25 historical or architectural significance which merits its preservation. The Historic Preservation
26 Commission shall present its certification in a written report within 45 days of receipt of a
27 complete application for total demolition. The report shall include, but shall not be limited to:

28
29 (a) A description of the age (noting if the building, site ~~and~~ or structure was constructed more
30 than 50 years ago), architectural style, historical associations and significance of the building,
31 site or structure.

32
33 (b) Certification that the building, site or structure is ~~an~~ historic ~~structure~~ as defined in this
34 chapter.

35
36 (c) Certification as to whether the building, site or structure is associated with events that have
37 made a significant contribution to the broad patterns of our local, state, and/or national history.

38
39 (d) Certification as to whether the building, site or structure was associated with the life of a
40 person who made a significant contribution to local, state and/or national history.

41
42 (e) Certification as whether the building, site or structure embodies the distinctive characteristics
43 of a type, period, or method of construction, or represents the work of a master, or possesses high
44 artistic value, or represents a significant and distinguishable entity whose components may lack
45 individual distinction, most especially if no other, or very few, buildings ~~or structures~~ with the

1 same association have survived.

2
3 (f) Certification as to whether the building, site or structure has yielded, or may be reasonably
4 likely to yield, information important in prehistory or history.

5
6 (g) Certification as to whether the building, site or structure maintains integrity of:

7
8 [1] Location: the place where the historic property was constructed or the place where the
9 historic event occurred; and/or

10
11 [2] Design: the combination of elements that create the form, plan, space, structure, and style of a
12 property; and/or

13
14 [3] Setting: the physical environment of an historic property; and/or

15
16 [4] Materials: the physical elements that were combined or deposited during a particular period
17 of time and in a particular pattern or configuration to form an historic property; and/or

18
19 [5] Workmanship: the physical evidence of the crafts of a particular culture or people during any
20 given period in history or prehistory; and/or

21
22 [6] ~~Feeling~~ Experience: the property's expression of the historic sense of a particular period of
23 time; and/or

24
25 [7] Association: the property's direct link between an important historic event or person and an
26 historic property.

27
28 (4) The applicant is required to arrange site access to for the Township and the Township's
29 contracted professional consultants, and reviewing commission members as needed in order to
30 complete a complete review as outlined in this section.

31 32 **8. §347-142.1G. Low-impact applications – expedited process**

33
34 (1) If an application meets the criteria for review under this article but, in the opinion of the
35 Historic Preservation Officer following a review of the historic survey for the property, can be
36 granted without a significant adverse impact on the objectives of historic preservation or on any
37 building, site or structure expressly mentioned or discussed in the historic survey, the Historic
38 Preservation Officer may approve the application. ~~with the concurrence of both the Chairperson~~
39 ~~and the Co- or Vice Chairperson, or of two other designated members of the Historic~~
40 ~~Preservation Commission. If one or more of these persons do not agree, review of the application~~
41 ~~will proceed as prescribed by this article.~~

42
43 (2) If the application is approved by means of this expedited process, the Historic Preservation
44 Officer shall report such approval to the administrative officer.

45
46 (3) The applicant may seek a determination as to whether the application is low-impact by

1 submitting one or more current photographs and basic information about the property on a form
2 provided by the Historic Preservation Officer. If the application is found to be low-impact, no
3 further submission will be required.

4 5 **9. §347-142.1H. Findings and decision**

6
7 No changes
8

9 **10. §347-142.1I. Notice of hearing**

10
11 (1) The applicant for total demolition or for removal and relocation of an historic building, site or
12 structure shall give notice of the date, time and location of the public hearing during which the
13 application is to be heard as follows:

14
15 (a) Public notice shall be given by publication in the official newspaper of the municipality at
16 least 10 days prior to the date of the hearing.

17
18 (b) Notice shall be given to the owners of all real property as shown on the current tax duplicates
19 located within 200 feet in all directions of the property which is the subject of such hearing and
20 all adjoining property which is under common ownership and whether located within or without
21 this municipality. Such notice shall be given by serving a copy thereof on the owner as shown on
22 said current tax duplicate or his or her agent in charge of the property or by mailing a copy
23 thereof by certified mail to the property owner at his or her address as shown on said current tax
24 duplicate. A return receipt is not required. Notice to a partnership owner may be made by service
25 upon any partner. Notice to a corporate owner may be made by service upon its President, a Vice
26 President, Secretary or other person authorized by appointment or by law to accept service on
27 behalf of the corporation. Notice to a limited liability company may be made by service upon
28 any member thereof. Notice to a condominium association, horizontal property regime,
29 community trust or homeowners' association, because of its ownership of common elements or
30 areas located within 200 feet of the property which is the subject of the hearing, may be made in
31 the same manner as to a corporation without further notice to unit owners, co-owners or
32 homeowners on account of such common elements or areas. The requirement of service shall be
33 satisfied by notice to the condominium association, in the case of any unit owner whose unit is
34 above or below it, or horizontal property regime, in the case of any co-owner whose apartment
35 has an apartment above or below it.

36 37 **11. § 347-143. Violations and penalties; enforcement.**

38
39 ~~A. Violations defined. Any person violating any of the provisions of this article shall,~~
40 ~~upon conviction thereof, be subject to the penalties herein. A separate offense shall~~
41 ~~be deemed committed on each day during or on which a violation occurs or~~
42 ~~continues. Any person who shall undertake any activity without approvals required~~
43 ~~by this article shall be deemed to be in violation hereof.~~

44
45 (1) Any person violating any of the provisions of this article shall,
46 upon conviction thereof, be subject to the penalties herein. A separate offense shall

1 be deemed committed on each day during or on which a violation occurs or
2 continues. Any person who shall undertake any activity total or partial demolition, or removal or
3 relocation without approvals required by this article shall be deemed to be in violation hereof.
4

5 (2) If any person shall undertake demolition or removal of any portion of an historic building,
6 site or structure without first having obtained a permit, they shall be required to immediately stop
7 the demolition or removal, apply for approval and take any necessary measures to preserve the
8 affected premises pending such approval. If the permit for demolition is denied, they shall
9 immediately restore the affected premises to its condition prior to any demolition. In the event of
10 a threat of imminent action for which the necessary approvals have not been granted and which
11 action would permanently and adversely change a historic or landmark premises, the Zoning
12 Officer is empowered to apply to the Superior Court of New Jersey for injunctive relief as is
13 necessary to prevent such actions.
14

15 B. Notice of violations. Upon learning of the violation, the administrative officer shall
16 personally serve upon the owner of the property whereon the violation is occurring
17 a notice describing the violation in detail and giving the owner 10 days to abate the
18 violation by restoring the building, structure or site to its condition prior to the
19 violation. If the owner cannot personally be served within the Township with said
20 notice, a copy shall be posted on the property and a copy shall be sent to the owner
21 at his or her last known address.
22

23 C. Injunctive relief. In the event that the violation is not abated within 10 days of
24 service or posting on site, whichever is earlier, the administrative officer shall cause
25 to be instituted any appropriate action or proceeding to prevent such unlawful
26 activity; to restrain, correct or abate such violation; to prevent the occupancy of said
27 building, structure or site; or to prevent any illegal act, conduct, business or use in
28 or about such premises as follows:
29

30 (1) If any person shall undertake any activity requiring a permit and report of the
31 Commission without first having obtained approval, he or she shall be required
32 to immediately stop the activity, apply for approval and take any necessary
33 measures to preserve the affected premises pending such approval. If the work
34 is denied, he or she shall immediately restore the building, structure, object or
35 site to its condition prior to any such activity. The administrative officer is
36 hereby authorized to seek injunctive relief regarding a stop action or
37 restoration in the Superior Court not less than 10 days after the delivery of
38 notice pursuant to Subsection B hereof.
39

40 (2) In the event of the threat of imminent action for which the necessary approvals
41 have not been granted and which action would permanently and adversely
42 change a landmark or any building, structure, object or site located within a
43 landmark district, the administrative officer is empowered to apply to the
44 Superior Court of New Jersey for injunctive relief as is necessary to prevent
45 such actions.
46

1 D. Penalties. In addition to the remedies provided above and notwithstanding § 347-6
2 of this chapter, a person convicted of a violation of this Article XVIII before a court
3 of competent jurisdiction shall be subject to penalties as follows:

4
5 (1) For each day up to 10 days: not more than ~~\$100~~ \$750 per day.

6
7 (2) For each day between 11 and 25 days: not more than ~~\$250~~ \$1,000 per day.

8
9 (3) For each day beyond 25 days: not more than ~~\$500~~ \$1,250 per day.

10
11 (4) For each day beyond 25 days: a jail term not to exceed 90 days may be imposed.

12
13 (5) If a historic building, site or structure subject to the provisions of this Ordinance is
14 demolished or removed without first obtaining a demolition permit, no building permit shall be
15 issued for a period of five (5) years from the date of the demolition on the subject parcel of land
16 or any adjoining parcels of land under common ownership and control. The owner shall be
17 afforded a 30-day period to cure or abate the condition and shall also be afforded an opportunity
18 for a hearing before a court of competent jurisdiction for an independent determination
19 concerning the violation and penalty. Subsequent to the expiration of the 30-day period, a fine
20 greater than \$2,000/day may be imposed if a court has not determined otherwise or, upon
21 reinspection of the property, it is determined that the cure or abatement has not substantially been
22 completed. If the demolition or removal of the historic building, site or structure has not been or
23 cannot be cured or abated, any application for development for the property on which the historic
24 building, site or structure existed shall obtain a certificate of appropriateness from the Historic
25 Preservation Commission as a mandatory condition of approval.

26
27 (6) A person convicted of a violation of this code may also be subject to any fines and penalties
28 for a violation of any other municipal code or ordinance, or any State or Federal law.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Department of Community Services

ITEM TYPE: Ordinance

AGENDA SECTION: NEW BUSINESS ORDINANCE(S)

SUBJECT: **Ordinance O-23-19:** Ordinance to amend Section 327 (vehicles and traffic) of the code of the Township of Montclair, New Jersey

ATTACHMENTS:

[Item 0E O-Multiway Stop - Chestnut Street and Central Avenue \(00384544xD43F8\).pdf](#)

O-23-19

TOWNSHIP OF MONTCLAIR

ORDINANCE TO AMEND SECTION 327 (VEHICLES AND TRAFFIC) OF THE
CODE OF THE TOWNSHIP OF MONTCLAIR, NEW JERSEY

June 13, 2023

BE IT ORDAINED, by the Council of the Township of Montclair in the County of Essex that Montclair Code Section 327-9.1 (multiway stop intersections) hereby be amended to read as follows:

§327- 9.31. Multiway stop intersections

The following described locations are hereby designated as multiway stop intersections, and stop signs shall be installed on both the major and minor street as follows:

Major Street

Minor Street

Chestnut Street

Central Avenue

This ordinance shall take effect in accordance with the provisions of N.J.S.A. Title 39 (Motor Vehicle and Traffic Regulation) as amended.

[New Language Underlined]



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

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

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS ORDINANCE(S)

SUBJECT: **Ordinance O-23-20:** Ordinance authorizing the acquisition of property known as 14 Miller Street, block 3112, lot 4

ATTACHMENTS:
[Item 0F O - Acquisition of 14 Miller Street.pdf](#)

O-23-20
TOWNSHIP OF MONTCLAIR

**ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY KNOWN AS 14
MILLER STREET, BLOCK 3112, LOT 4**

June 13, 2023 (date of introduction)

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-16 et seq., provides that municipalities may acquire property and plan, construct, own and operate housing projects; maintain, reconstruct, improve, alter, or repair any housing project or any part thereof; and for these purposes, receive and accept from the State or federal government, or any other source, funds or other financial assistance; and

WHEREAS, the Township desires to acquire certain property designated as Block 3112, Lot 4 on the Montclair Township Tax Maps, commonly known as 14 Miller Street (the “Property”), for public purposes, principally but not limited to the provision of affordable housing consistent with the 2018 Township of Montclair Amended Spending Plan and the 2009 Montclair Township Amended Housing Element and Fair Share Plan; and

WHEREAS, the Township Council desires to authorize the acquisition of the Property at a purchase price not to exceed \$455,000, plus reasonable and necessary costs associated with said acquisition.

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

Section 1. The Township Council hereby authorizes the purchase of property on Miller Street in the Township of Montclair and designated as Block 3112, Lot 4 on the Township tax maps, commonly known as 14 Miller Street for the market value of \$455,000, subject to the satisfaction of appropriate contingencies, including but not limited to property appraisals and property/building inspections, as determined by Township officials.

Section 2. There is hereby authorized \$455,000 for the acquisition of the Property and up to \$20,000 for expenses incidental to the acquisition, from the Affordable Housing Trust Fund, for a total authorization of \$475,000.

Section 3. The Acting Township Manager, the Interim Township Attorney, and such other officials, consultants, agents, employees, and professionals as may be engaged by the Township, are hereby authorized to undertake and perform all tasks reasonable and necessary to implement the purchase of the Property, subject to such contingencies as are deemed appropriate to further and protect the public interest.

Section 4. This ordinance shall take effect as provided by law.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Department of Community Services

ITEM TYPE: Ordinance

AGENDA SECTION: NEW BUSINESS ORDINANCE(S)

SUBJECT: **Ordinance O-23-21:** Ordinance to amend Section 327 (vehicles and traffic) of the code of the Township of Montclair, New Jersey

ATTACHMENTS:

[Item 0G O-Multiway Stop - Glenridge Avenue and Forest Street \(00384538xD43F8\).pdf](#)

O-23-21

TOWNSHIP OF MONTCLAIR

ORDINANCE TO AMEND SECTION 327 (VEHICLES AND TRAFFIC) OF THE
CODE OF THE TOWNSHIP OF MONTCLAIR, NEW JERSEY

July 18, 2023

BE IT ORDAINED, by the Council of the Township of Montclair in the County of Essex that Montclair Code Section 327-9.1 (multiway stop intersections) hereby be amended to read as follows:

§327- 9.31. Multiway stop intersections

The following described locations are hereby designated as multiway stop intersections, and stop signs shall be installed on both the major and minor street as follows:

Major Street

Minor Street

Glenridge Avenue

Forest Street

This ordinance shall take effect in accordance with the provisions of N.J.S.A. Title 39 (Motor Vehicle and Traffic Regulation) as amended.

[New Language Underlined]



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY:

ITEM TYPE: Ordinance

AGENDA SECTION: NEW BUSINESS ORDINANCE(S)

SUBJECT: **Ordinance O-23-22:** Ordinance authorizing the acquisition of property known as 34 Union Street, block 3108, lot 20

ATTACHMENTS:

[Item 0H O - Acquisition of 34 Union Street \(002\).pdf](#)

O-23-22
TOWNSHIP OF MONTCLAIR

ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY KNOWN AS 34 UNION STREET, BLOCK 3108, LOT 20

June 13, 2023 (date of introduction)

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-16 et seq., provides that municipalities may acquire property and plan, construct, own and operate housing projects; maintain, reconstruct, improve, alter, or repair any housing project or any part thereof; and for these purposes, receive and accept from the State or federal government, or any other source, funds or other financial assistance; and

WHEREAS, the Township desires to acquire certain property designated as Block 3108, Lot 20 on the Montclair Township Tax Maps, commonly known as 34 Union Street (the “Property”), for public purposes, principally but not limited to the provision of affordable housing consistent with the 2018 Township of Montclair Amended Spending Plan and the 2009 Montclair Township Amended Housing Element and Fair Share Plan; and

WHEREAS, the Township Council desires to authorize the acquisition of the Property at a purchase price not to exceed \$999,000, plus reasonable and necessary costs associated with said acquisition.

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

Section 1. The Township Council hereby authorizes the purchase of property on Union Street in the Township of Montclair and designated as Block 3108, Lot 20 on the Township tax maps, commonly known as 34 Union Street for the market value of \$999,000, subject to the satisfaction of appropriate contingencies, including but not limited to property appraisals and property/building inspections, as determined by Township officials.

Section 2. There is hereby authorized \$999,000 for the acquisition of the Property and up to \$50,000 for expenses incidental to the acquisition, from such capital account to be designated, for a total authorization of \$1,049,000.

Section 3. The Acting Township Manager, the Interim Township Attorney, and such other officials, consultants, agents, employees and professionals as may be engaged by the Township, are hereby authorized to undertake and perform all tasks reasonable and necessary to implement the purchase of the Property, subject to such contingencies as are deemed appropriate to further and protect the public interest.

Section 4. This ordinance shall take effect as provided by law.



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TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Office of the Municipal Clerk

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-138:** Resolution authorizing renewal of alcoholic beverage Plenary Retail Distribution License No. 0713-44-008-010 for Husenaj ABC Holdings, LLC for a term ending June 30, 2023

ATTACHMENTS:

[Item 1 R-23-138 ABC Consumption Expired License 2022-2023 Renewal for Husenaj \(Montclair Wine Cellar\).pdf](#)

R-23-138
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE PLENARY
RETAIL DISTRIBUTION LICENSE NO. 0713-44-008-010 FOR HUSENAJ ABC
HOLDINGS, LLC FOR A TERM ENDING JUNE 30, 2023**

June 13, 2023

WHEREAS, all plenary retail alcoholic beverage licenses expire annually on June 30 pursuant to New Jersey law.

WHEREAS, pursuant to N.J.S.A. 33:1-17.1, a Tax Clearance Certificate from the New Jersey Division of Taxation is a prerequisite to municipal action regarding issuance, renewal, or transfer of any plenary retail license; and

WHEREAS, on June 8, 2022, Husenaj ABC Holdings, LLC (“Licensee”) made application with the Township Clerk to renew its Plenary Retail Distribution License No. 0713-44-008-010 for the 2022-2023 license term and said application was incomplete due to the lack of a Tax Clearance Certificate; and

WHEREAS, Licensee was advised in writing by the Township Clerk on May 19, 2022; May 31, 2022; June 3, 2022; June 9, 2022; and by Certified and Regular Mail on June 22, 2022 of its need to obtain a Tax Clearance Certificate for the 2022-2023 renewal term; and

WHEREAS, Licensee supplemented its incomplete renewal application with a Tax Clearance Certificate from the New Jersey Division of Taxation on May 15, 2023 making the application complete in all respects. Licensee is qualified to be licensed according to all statutory, regulatory and local governmental alcoholic beverage control laws and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Montclair, County of Essex, that Plenary Retail Distribution License 0713-44-008-010 is hereby renewed for a term ending on June 30, 2023, for the following named corporation and premises hereinafter set out, and the Township Clerk is hereby authorized to issue and deliver such renewal license in accordance with New Jersey law:

License Number	Licensee	Establishment
0713-44-008-010	Husenaj ABC Holdings, LLC 440 Bloomfield Avenue Montclair, New Jersey 07042	Montclair Wine Cellar 440 Bloomfield Avenue Montclair, New Jersey 07042



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Office of the Municipal Clerk

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-139:** Resolution authorizing renewal of alcoholic beverage Plenary Retail Consumption Licenses for a term beginning July 1, 2023 and ending June 30, 2024

ATTACHMENTS:

[Item 2 R-23-139 YR 2023-24 ABC Consumption Renewal As of 6.8.2023.pdf](#)

R-23-139
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE PLENARY
RETAIL CONSUMPTION LICENSES FOR A TERM BEGINNING JULY 1, 2023 AND
ENDING JUNE 30, 2024**

June 13, 2023

WHEREAS, the Plenary Retail Consumption License renewal applications for the following named corporations are complete in all respects and the applicants are qualified to be licensed according to all statutory, regulatory and local governmental alcoholic beverage control laws and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Montclair, County of Essex, that the Plenary Retail Consumption Licenses are renewed for a term beginning July 1, 2023 and ending on June 30, 2024, for the following named corporations and premises hereinafter set out, and the Township Clerk is hereby authorized to issue and deliver such renewal licenses:

License Number	Licensee	Establishment
0713-32-005-011	BDP Lackawanna Pop Up, LLC 1 Lackawanna Plaza Montclair, New Jersey 07042	Pineapple Express 1 Lackawanna Plaza Montclair, New Jersey 07042
0713-32-016-007	BSREP II Wellmont Theater NJ, LLC 363 Bloomfield Avenue, Suite 2A Montclair, New Jersey 07042	Wellmont Theater 5 Seymour Street and 398 Bloomfield Avenue Montclair, New Jersey 07042
0713-32-019-008	The Office of Montclair, LLC 25 Washington Street Morristown, New Jersey 07960	Not Applicable as of 12/1/2019 <i>(Pocket License through 6/30/2024)</i>
0713-33-002-008	Mont Clair 401, LLC 36 Cattano Avenue, Suite 500 Morristown, New Jersey 07960	Not Applicable as of 1/31/2018 <i>(Pocket License through 6/30/2024)</i>
0713-33-022-008	Essex Restaurant Group, LLC 107 Fells Road Essex Fells, New Jersey 07021	The Maddox and Musuko 183-191 Glenridge Avenue Montclair, New Jersey 07042
0713-33-023-010	MISC FNB, LLC 114-116 Walnut Street Montclair, New Jersey 07042	Egan and Sons, Halcyon Brasserie 114-116 Walnut Street Montclair, New Jersey 07042
0713-33-024-009	LSZ, INC 30 Park Street Montclair, New Jersey 07042	Just Jake's 30 Park Street Montclair, New Jersey 07042
0713-33-025-012	Bloomrest, LLC 11 Bleekman Hill Road Essex Fells, New Jersey 07021	Faubourg 542-546 Bloomfield Avenue Montclair, New Jersey 07042

License Number	Licensee	Establishment
0713-33-027-002	Fresco Da Franco, Inc 11-15 Church Street Montclair, New Jersey 07042	Fresco Da Franco 11-15 Church Street Montclair, New Jersey 07042

BE IT FURTHER RESOLVED, that the Township Clerk is hereby directed to transmit a certified true copy of this resolution to the Director of the Division of Alcoholic Beverage Control.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Office of the Municipal Clerk

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-140:** Resolution authorizing renewal of alcoholic beverage Plenary Retail Distribution Licenses for a term beginning July 1, 2023 and ending June 30, 2024

ATTACHMENTS:

[Item 3 R-23-140 YR 2023-24 ABC Distribution Renewal As of 6.8.2023.pdf](#)

R-23-140
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE PLENARY
RETAIL DISTRIBUTION LICENSES FOR A TERM BEGINNING JULY 1, 2023 AND
ENDING JUNE 30, 2024**

June 13, 2023

WHEREAS, the Plenary Retail Distribution License renewal applications for the following named corporations are complete in all respects and the applicants are qualified to be licensed according to all statutory, regulatory and local governmental alcoholic beverage control laws and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Montclair, County of Essex, that the Plenary Retail Distribution Licenses are renewed for a term beginning July 1, 2023 and ending on June 30, 2024, for the following named corporations and premises hereinafter set out, and the Township Clerk is hereby authorized to issue and deliver such renewal licenses:

License Number	Licensee	Establishment
0713-44-001-005	Von Five, LLC 621 Valley Road Montclair, New Jersey 07043	Angelbeck's Fine Wines and Spirits 621 Valley Road Upper Montclair, New Jersey 07043
0713-44-003-010	S. Allegra's Fine Wines, INC 30 Church Street Montclair, New Jersey 07042	Amanti Vino 30 Church Street Montclair, New Jersey 07042
0713-44-008-010	Husenaj ABC Holdings, LLC 440 Bloomfield Avenue Montclair, New Jersey 07042	Montclair Wine Cellar 440 Bloomfield Avenue Montclair, New Jersey 07042
0713-44-011-006	Merit Fine Wines & Liquor, LLC 599 Bloomfield Avenue Montclair, New Jersey 07042	Merit Fine Wine & Liquor 599 Bloomfield Avenue Montclair, New Jersey 07042
0713-44-012-011	Magnolia-Grape Collective, LLC 42 Upper Montclair Plaza Montclair, New Jersey 07043	Magnolias Wines & Spirits and Grape Collective 620 Valley Road Montclair, New Jersey 07043
0713-44-014-009	Murana, INC 9 Park Street Montclair, New Jersey 07042	The Wine Guys 517 Bloomfield Avenue Montclair, New Jersey 07042
0713-44-015-007	The Romany Liquor Shop, INC 227 Glenridge Avenue Montclair, New Jersey 07042	Romany Liquor Shop 227 Glenridge Avenue Montclair, New Jersey 07042
0713-44-017-005	South End Bottles, LLC 310 Orange Road Montclair, New Jersey 07042	South End Liquors 310 Orange Road Montclair, New Jersey 07042

License Number	Licensee	Establishment
0713-44-021-003	Santraam, LLC 115 Watchung Avenue Montclair, New Jersey 07042	Townhouse Liquor & Wine 115 Watchung Avenue Montclair, New Jersey 07042

BE IT FURTHER RESOLVED, that the Township Clerk is hereby directed to transmit a certified true copy of this resolution to the Director of the Division of Alcoholic Beverage Control.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Office of the Municipal Clerk

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-141:** Resolution authorizing the renewal of a Plenary Retail Consumption Liquor License – Hotel/Motel Exception for a term beginning July 1, 2023 and ending June 30, 2024.

ATTACHMENTS:

[Item 4 R-23-141 YR 2023-24 ABC Hotel Consumption Renewal Resolution.pdf](#)

R-23-141
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING THE RENEWAL OF A PLENARY RETAIL
CONSUMPTION LIQUOR LICENSE – HOTEL/MOTEL EXCEPTION FOR A TERM
BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

June 13, 2023

WHEREAS, the Plenary Retail Consumption Liquor License renewal application for the following is complete in all respects and the applicant is qualified to be licensed according to all statutory, regulatory and local governmental alcoholic beverage control laws and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Montclair, County of Essex, that the Plenary Retail Consumption Liquor License-Hotel/Motel Exception is renewed for a term beginning July 1, 2023 and ending on June 30, 2024, for the following named corporation and premises hereinafter set out, and the Township Clerk is hereby authorized to issue and deliver such renewal license:

<u>License Number</u>	<u>Licensee</u>	<u>Establishment</u>
0713-36-026-001	AHG Montclair Beverage, LLC 363 Bloomfield Avenue, Suite 2A Montclair, New Jersey 07042	The MC Hotel 690 Bloomfield Avenue Montclair, New Jersey 07042

BE IT FURTHER RESOLVED that the above license renewal is granted with the following condition:

1. There shall be no renewal or transfer of such license except for or to a hotel or motel containing at least 100 guest sleeping rooms.

BE IT FURTHER RESOLVED, that the Township Clerk is hereby directed to transmit a certified true copy of this resolution to the Director of the Division of Alcoholic Beverage Control.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Department of Community Services

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-142:** Resolution authorizing grant application submission and execution of a grant contract with the New Jersey Department of Transportation for the Upper Mountain Avenue Roadway Improvements Project

ATTACHMENTS:

[Item 5 Resolution - LTPF 23 - Upper Mountain Avenue Roadway Improvements \(00378986xD43F8\).pdf](#)

R-23-142
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING GRANT APPLICATION SUBMISSION AND
EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT
OF TRANSPORTATION FOR THE UPPER MOUNTAIN AVENUE ROADWAY
IMPROVEMENTS PROJECT**

June 13, 2023

WHEREAS, approval from the Governing Body is needed to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Local Transportation Projects Fund for the construction of the Upper Mountain Avenue Roadway Improvements Project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of Montclair formally approve the grant application for the above-referenced project.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application as LTPF-2023-Upper Mountain Avenue Roadway Improvements-00118 to the New Jersey Department of Transportation on behalf of the Township of Montclair.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Montclair and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Police Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-143:** Resolution awarding a contract to Lawmen Supply Company for Point Blank AXIIIA bullet proof vests in accordance with NJ State Contract # 17 Fleet-00740

ATTACHMENTS:

[Item 6 Lawmen Supply Company Bullet Proof Vest Resolution.pdf](#)
[2023 Vest Purchase Cert Of Funds signed.pdf](#)
[Updated Vestimate Montclair PD Vests x39.pdf](#)

R-23-143

TOWNSHIP OF MONTCLAIR

RESOLUTION AWARDING A CONTRACT TO LAWMEN SUPPLY COMPANY FOR POINT BLANK AXIII A BULLET PROOF VESTS IN ACCORDANCE WITH NJ STATE CONTRACT # 17 FLEET-00740

June 13, 2023

WHEREAS, N.J.S.A. 40A:11-10 permits municipalities to award public contracts without public bidding when the vendor is an approved vendor of joint purchasing alliance with other municipalities and the municipality participates in a cooperative pricing system; and,

WHEREAS, the Township requires equipping its sworn officers with body armor; and

WHEREAS, the Township wishes to award a contract to Lawmen Supply Company located at 7150 Airport Highway Pennsauken NJ 08109 pursuant to Quotation number QT1694942, dated April 27, 2023 and State Contract # 17-Fleet-00740; and

WHEREAS, the Chief Financial Officer has certified that funds are available in accounts numbered 01-213-22-240-016 (\$2,188.93), 01-213-23-240-026 (\$6,355.18), 01-213-23-240-027 (\$7,942.20), 01-201-25-240-129 (\$13,735.55), and 01-201-25-240-127 (\$20,000.00) totaling the amount of \$50,221.86 to cover the cost of the goods and services.

NOW THEREFORE BE IT RESOLVED that the Council of the Township of Montclair, in the County of Essex, hereby authorizes execution of an agreement, voucher, and/or purchase order for the above-mentioned goods and services, with Lawmen Supply Company pending approval from the Chief Financial Officer.



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 THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

Purchase of Thirty Nine (39)

Bullet Proof Vests

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

\$ 50,221.86

ACCOUNT NUMBER (S)

01-201-25-240-129
01-213-22-240-016

01-213-23-240-026

01-213-23-240-027

01-201-25-240-127

NAME AND ADDRESS OF COMPANY

Lawmen Supply Company

PO Box 856892

Minneapolis MN 55485-6892

Padmaja Rao

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

Date: 05-16-2023



Quote

Date 04/27/2023
Quote # QT1694942
Expires 08/12/2023
Sales Rep Gennaro, Michael
PO # Body Armor
Shipping Method FedEx Ground
Shipping Code (2)

(856) 488-4499

Bill To

Montclair Township
 205 Clairemont Ave
 MONTCLAIR NJ 07042-2860

Ship To

Lt. Egnazzo
 Montclair Township
 647 Bloomfield Avenue
 Montclair NJ 07042
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
POINT BLANK - AXIIIA	VS5AD1CS0M		VS5AD1CS0M Custom POINT BLANK-AXIIIA With 2 Vision Carriers and Soft Trauma Insert	39	1,287.74	50,221.86

Thank you for choosing Lawmen Supply
 NJ State Contract 17-Fleet-00740

Subtotal 50,221.86
Shipping Cost (FedEx Ground) 0.00
Total \$50,221.86

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1694942



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Purchasing Office

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-144:** Resolution rejecting proposal received for Management and Operations of Parking Garages (RFP-23-p03)

ATTACHMENTS:

[Item 7 Resolution - Reject Bids for Parking Operations - RFP 23 - P03.pdf](#)
[RFP 23 - P03 - Exception.pdf](#)

R-23-144

TOWNSHIP OF MONTCLAIR

**RESOLUTION REJECTING PROPOSAL RECEIVED FOR MANAGEMENT AND
OPERATIONS OF PARKING GARAGES (RFP-23-P03)**

June 13, 2023

WHEREAS, on April 20, 2023 the Township of Montclair developed and published specifications for provision of Consultancy Services for Management and Operations of Parking Garages (RFP- 23 – P03); and

WHEREAS, on May 10, 2023, the Township received only one proposal from Impark, Westmont, NJ 08108; and

WHEREAS, Impark submitted a proposal with an exception to the specification stating that Impark cannot named the Township as an additional insured, reduces the policies and the deductible; and

WHEREAS, the Township Risk Management provider (IMAC) reviewed and evaluated the exceptions, and recommends rejecting the proposal because it does not meet the specifications and it is not in the best interest of the Township to accept the proposal ; and

WHEREAS, pursuant to N.J.S.A. 40A:11-13.2(e), a contracting unit may reject bids when the purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Montclair, in the County of Essex, State of New Jersey that all proposal received for RFP 23 – P04 is hereby rejected.

EXCEPTIONS TO SPECIFICATIONS

RFP - 23 - P03
REQUEST FOR PROPOSAL (RFP)
PROFESSIONAL SERVICES - COMPETITIVE CONTRACTING

CONSULTANCY SERVICES FOR MANAGEMENT AND OPERATION OF PARKING GARAGES



COMPANY NAME Imperial Parking (U.S.), LLC

Insurance and Indemnification

Errors and Omission Liability Insurance

Our professional liability insurance coverage includes Errors and Omission liability insurance.

Self-Insured

Any Self-Insured-Retention or Deductible(s) shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00) for all policies except for Business Automobile, which shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

2.10 Insurance and Indemnification

We cannot name an agency to our COI, but we can insert and list the agency name on the COI.

We cannot provide copies of insurance policies to clients. A COI will be provided to show the agreed upon coverage and limits. This includes policy renewals. A renewal COI will be provided.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

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

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-145:** Resolution authorizing refund of certificate of appropriateness application fee to Montclair Station, LLC

ATTACHMENTS:

[Item 8 R- Refund Application Fee App.2023-13.pdf](#)

R-23-145
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING REFUND OF CERTIFICATE OF
APPROPRIATENESS APPLICATION FEE TO MONTCLAIR STATION, LLC**

June 13, 2023

WHEREAS, Montclair Station, LLC, owner of De Novo restaurant, filed an application for a Certificate of Appropriateness on May 1, 2023, for modifications to an outdoor seating area on the property located at 275 Bellevue Avenue; and

WHEREAS, Planning Department staff determined that a Certificate of Appropriateness is not required because this is a state-owned property and is therefore exempt from local zoning regulations; and

WHEREAS, Planning Department Staff has recommended to the Township Council that 100 percent of the application fee of Montclair Station, LLC be returned;

NOW THEREFORE, BE IT RESOLVED that Montclair Station, LLC shall receive a refund in the amount of \$100.00.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Division of Code Enforcement

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-146:** Resolution authorizing the Township of Montclair to participate in and accept grant funding through the Lead Grant Assistance Program

ATTACHMENTS:

[Item 9 Montclair Township Lead Grant Draft Resolution.pdf](#)
[lead documents pdf.pdf](#)

R-23-146
TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING THE TOWNSHIP OF MONTCLAIR TO PARTICIPATE IN AND ACCEPT GRANT FUNDING THROUGH THE LEAD GRANT ASSISTANCE PROGRAM

June 13, 2023

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, “An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;” and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards in certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, Pursuant to Section 9 of P.L. 2021, c. 182, the State of New Jersey has allocated the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16). Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in appropriations to effectuate the purpose of the Act.

WHEREAS, DCA has allocated \$7,000,000 of this appropriation to the development of the Lead Grant Assistance Program (“LGAP”) for the issuance of grant funds to municipalities for the purpose of assisting in municipal compliance with P.L. 2021, c. 182.

WHEREAS, the Division of Local Government Services (DLGS), within DCA, administers the LGAP; and

WHEREAS, the LGAP exists to provide funding to help off-set the costs to municipalities to provide the required inspections at stipulated times of certain single-family, two-family, and multiple rental dwelling units for lead-based paint hazards, pursuant to P.L. 2021, c. 182; and

WHEREAS, an authorized municipal officer must execute the attached grant agreement in order to receive LGAP funding.

NOW, THEREFORE, BE IT RESOLVED, the Governing Body of the Township of Montclair does hereby authorize Mr. Brian Scantlebury, Acting Township Manager, to sign the

attached grant agreement, and thus bind The Township of Montclair to the grant agreement's terms in order to receive the \$39,900.00 grant from the DLGS.



State of New Jersey
 DEPARTMENT OF COMMUNITY AFFAIRS
 101 SOUTH BROAD STREET
 PO Box 800
 TRENTON, NJ 08625-0800
 (609) 292-6420

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

GRANT AGREEMENT

P.L. 2021, CHAPTER 182 LEAD GRANT ASSISTANCE PROGRAM

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS

This grant agreement is entered into between the New Jersey Department of Community Affairs (hereafter referred to as "DCA") and _____ (hereafter referred to as "Grantee"). DCA and _____ may be referred to individually as "Party" and jointly as "Parties."

Grant Number _____

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Payment
- X. Allowable Costs
- XI. Period of Availability of Funds
- XII. Matching and Cost Sharing



- XIII. Program Income
- XIV. Audit Requirements
- XV. Budget Revision and Modification
- XVI. Property Management Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Enforcement
- XXIII. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXIV. Grant Closeout Procedures

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, “An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;” and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, the inspection may consist of a visual inspection, or in the alternative through dust wipe sampling, depending upon the blood lead level of children six years of age or younger within the municipality; and

WHEREAS, the State of New Jersey, pursuant to Section 9 of P.L. 2021, c. 182, has, “appropriated from the General Fund to [DCA] the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16).” Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in funding to effectuate the purpose of the Act; and

3. Grant Officer Name, Email Address and Phone Number

Tiziana Johnson, tiziana.johnson@dca.nj.gov, (609) 913- 4407

Grant Amount

Total amount of grant:

State Account Number: 23-100-022-8020-304

I. Compliance with Existing Laws

- A. The Grantee, in order to permit DCA to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.
- B. These laws and regulations include, but are not limited to the following:
 - 1. Federal Office of Management and Budget (OMB) documents:
<http://www.whitehouse.gov/omb/circulars/>
 - 2. New Jersey Department of the Treasury, Office of Management and Budget documents:
 - i. Circular Letter 15-18-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:
<http://www.state.nj.us/infobank/circular/cir0404b.htm>
 - ii. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 - 3. State Affirmative Action Legal Citations: The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.
- C. Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

II. Bonding and Insurance

The Grantee must maintain in force for the term of this grant agreement all levels of minimum liability coverage required by law. The Grantee must provide proof of such coverage to DCA upon request.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not subcontract the administration of this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant agreement or with the express written approval of DCA. This does not prohibit a Grantee from using grant funds to pay for a lead evaluation contractor or enter into a shared services agreement, if permitted to do so under P.L. 2021, c. 182.

V. Availability of Funds

The Grantee shall recognize and agree that the funding under this grant agreement is expressly dependent upon the availability to DCA of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of DCA to make any payment under this grant agreement or to observe and perform any condition on its part to be performed under this grant agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of this grant agreement by DCA or an event of default under this grant agreement and DCA shall not be held liable for any breach of this grant agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from DCA beyond the duration of the award period set forth in this grant agreement and in no event shall the this grant agreement be construed as a commitment by DCA to expend funds beyond the termination date set in this grant agreement.

VI. Special Grant Conditions For "High Risk" Grantees

- A. If applicable, a Grantee may be considered "high risk" if DCA determines that a Grantee:
1. Has a history of unsatisfactory performance.
 2. Is not financially stable.
 3. Has a financial management system which does not meet the standards set forth in Section VIII.
 4. Has not conformed to terms and conditions of previous awards.

5. Is otherwise not responsible; and the DCA determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. Special conditions or restrictions may include:
1. Payment on a reimbursement basis.
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. If DCA decides to impose such conditions, DCA will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by DCA and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, as required under N.J.A.C. 5:30, and will immediately notify DCA when the Grantee cannot comply with the requirements established in this Section of the grant agreement.
- B. If applicable, the Grantee's financial management system shall provide for:
1. **Financial Reporting:** Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 2. **Accounting Records:** Records that adequately identify the source and application of funds for DCA supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 3. **Internal Control:** Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. **Budget Control:** Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by DCA.

5. **Allowable Cost:** Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
 6. **Source Documentation:** Accounting records that are supported by source documentation.
 7. **Cash Management:** Procedures to minimize the time elapsing between the advance of funds from DCA and the disbursement by the Grantee, whenever funds are advanced by the DCA.
- C. DCA may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If DCA determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DCA upon written notice to the Grantee, until such time as the system meets with DCA approval.

VIII. Method of Payment

A one-time payment of \$ _____, will be made to the Grantee upon execution of this grant agreement.

IX. Allowable Costs

A. Limitation on Use of Funds

Grant funds must be used only for the implementation of P.L. 2021, c. 182. **Such costs may include the following:**

1. Hiring and training of municipal personnel who will perform inspections for lead-based paint hazards in rental units subject to Chapter 182 (including Lead Inspector/Risk Assessor training costs).
 - a. If permitted under P.L. 2021, c. 182, payment of an appropriate lead evaluation contractor or payment to another municipality in an appropriate shared service agreement.
2. Personnel costs attributable to lead-based paint hazard inspections by existing employees.
3. Materials and supplies required for carrying out such inspections, such as for dust wipe sampling.
4. Communications materials and mailings to known and potential property owners subject to inspection, including those intended to identify owners of single and two-family rental units.

Non-permissible uses of the funding include but are not limited to:

1. Human Resource services for the hiring of lead inspectors.
2. Municipal building operating costs.
3. Municipal finance department staff costs for required reporting activities.
4. Any related professional services such as the hiring of a marketing contractor, consultant or legal services associated with compliance under the Act.

B. Applicable Cost Principles

If applicable, for each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal OMB Circulars A-87, A-122, A-21, etc.) and State requirements.

X. Period of Availability of Funds

The grantee must expend the funds and provide reporting pursuant to Section XVIII of this grant agreement no later than January 15, 2024.

XI. Matching and Cost Sharing

If applicable, the Grantee shall be required to account to the satisfaction of the DCA for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

XII. Program

A. If applicable, program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

1. All program income earned during grant period shall be retained by the Grantee.

XIII. Audit Requirements

This grant, if it meets or exceeds the threshold of \$750,000.00 in Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XIV. Revision and Modification

A. Deviations from the allowable costs provided in Section IX shall not be permitted at anytime, nor shall this grant agreement be modified or amended without the express authorization of DCA.

XV. Property Management Standards

Property acquired in whole or in part with Federal or DCA funds or whose cost was charged to a project supported by Federal or DCA funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

XVI. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements. Adherence to the standards contained in the applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to DCA, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

XVII. Monitoring of Program Performance

- A. If applicable, the Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform DCA of the following types of conditions which affect program objectives and performance as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any DCA assistance required to resolve the situation.
- C. DCA may, at its discretion, make site visits to:
 - 1. Review program accomplishments and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XVIII. Financial and Performance Reporting

- A. The grant budget as used in this Section means the financial plan to carry out the purpose of the grant which is to assist municipalities by helping offset the costs of compliance with the obligations imposed on them by P.L. 2021, c. 182.
- B. The Grantee is required to submit a final expenditure report at the conclusion of the grant period. The expenditure report file is to include expense supporting documentation that includes: copies of employee cumulative payment registers, copies of PO's, vendor invoices and cancelled checks front & back for period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- C. The grantee is required to submit a final progress report detailing the number of household inspections and results undertaken under this grant for the period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- D. Extensions to reporting due dates may be granted upon written request to the Department of Community Affairs (DCA), Division of Local Government Services (DLGS).

- E. If reports are not submitted as required, the Department may, at its discretion, rescind the grant resulting in the grantee's requirement to reimburse the Department for grant funds awarded. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantees on any grant with other State agencies until the required reports have been submitted.

XIX. Access to Records

- A. The Grantee in accepting this grant agrees to make available to DCA pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of DCA's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, DCA retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. DCA reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for DCA access to such records in any grant with the Subgrantee.
- D. DCA reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless unless directed to extend the retention by DCA.
 - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by DCA.
 - 2. Records for nonexpendable property acquired with DCA funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by DCA.
- B. For Federal and State purposes (unless otherwise provided):
 - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of DCA.
- C. DCA may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make

arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Enforcement

A. Remedies for Noncompliance

If the Grantee materially fails to comply with the terms of this grant agreement, , DCA may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
3. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action against the Grantee, DCA may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

XXII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination: The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
2. Suspension: The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
3. Disallowed Costs: Disallowed costs are those charges to the grant which DCA or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

B. DCA may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of this grant agreement. DCA shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by DCA under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

C. The Grant Closeout procedures in Section XXIV of the grant shall apply in all cases of termination of the grant.

XXIII. Grant Closeout Procedures

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout: The closeout of a grant is the process by which the DCA determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion: The date when all grant funding has been expended, and the Grantee has provided the required reporting pursuant to Section XVIII of this grant agreement, to the satisfaction and approval of DCA.
- B. The Grantee shall submit reports as prescribed by the timeframes set forth in Sections X and XVIII of this grant agreement upon completion of the grant period or termination of the grant.
 - C. The Grantee will, together with the submission of the report, refund to DCA any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by DCA to be retained.
 - D. If applicable, in the event a final audit has not been performed prior to the closeout of the grant, DCA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

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DCA AND GRANTEE APPROVAL SIGNATURES

EXECUTION SIGNATURES

By the signatures below, the Grantee and DCA (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

For the Grantee:

By: _____ (signature) (authorized delegate)

_____ (print name)

_____ (print title)

Date: _____

For DCA:

By: _____ (signature)

(Commissioner or authorized delegate)

_____ Jacquelyn A. Suárez _____ (print name)

_____ Director _____ (print title)

Date: _____



Lead Grant Assistance Program (LGAP) Guidelines
Fiscal Year 2023

**State of New Jersey
Philip D. Murphy, Governor**

**Department of Community Affairs
Lt. Governor Sheila Y. Oliver, Commissioner**

**New Jersey Department of Community Affairs
101 S. Broad Street
Trenton, NJ 08625
P.O. Box 803
LGAP@DCA.NJ.GOV**

INTRODUCTION

In 2021, the Legislature enacted P.L. 2021, c. 182. This law, which became effective as of July 22, 2022, requires inspections at stipulated times of certain single-family, two-family, and multiple dwelling rental dwelling units for lead-based paint hazards. Municipalities that maintain a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, must conduct the inspections. Municipalities that do not maintain such an office may hire a lead evaluation contractor certified by the Department of Community Affairs (DCA) directly or through the use of a shared services agreement as permitted by law.

The exact type of inspection (whether a visual inspection or a dust wipe sampling) depends on Department of Health data as to the elevated blood lead level in children, six years of age or younger, who are tested within the municipality. Where an inspection reveals the existence of a lead-based paint hazard, the building owner must perform appropriate remediation. More detailed information on this law may be found in the guidelines for Lead-Based Paint in Rental Dwellings, posted on the DCA website: (<https://www.nj.gov/dca/divisions/codes/resources/leadpaint.html>), and also in DCA's proposed regulations, published in the New Jersey Register at 54 N.J.R. 1355, July 18, 2022.

PROGRAM OVERVIEW

Pursuant to Section 9 of P.L. 2021, c. 182, “[t]here is appropriated from the General Fund to [DCA] the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16).” There has also been a re-appropriation of \$3,900,000 for FY 2023. DCA has determined to allocate \$7,000,000 of these funds to the newly created Lead Grant Assistance Program (“LGAP”) to assist New Jersey municipalities with costs associated with compliance under P.L. 2021, c. 182.

Beginning May 15, 2023, the Division of Local Government Services (DLGS), within the DCA, will begin administration of the LGAP. Under this program, DCA has pre-calculated award

amounts for each eligible municipality based on its relative number of renter-occupied one and two-family housing units constructed before 1980, as reported by property owners to the Census Bureau in the American Community Survey from 2017 to 2021. Please note that all awards are subject to the continuing availability of appropriated funds.

GRANT ALLOCATION METHODOLOGY

On October 6, 2022, DLGS as part of the DLGS Best Practices Inventory¹, requested each municipality to answer whether the municipality would be interested in receiving this funding. Municipalities responded with yes or no. Some did not respond at all. Based on this, DCA determined to provide funding only to municipalities that either responded affirmatively or failed to indicate whether they would be interested in receiving this funding and take the further steps required to receive the grant. Municipalities that indicated they would not be interested in this funding will not be eligible for funding for this current round of funding under the LGAP program.

Grant allocation estimates have been determined for each such eligible municipality based on the number of renter-occupied one and two-family housing units constructed before 1980, as reported by property owners to the Census Bureau in the American Community Survey from 2017 to 2021. These units closely align with the type of properties subject to inspection under P.L. 2021, c. 182.

To advertise the program, DLGS will send a notice to all eligible municipalities, publish on its website a standard grant agreement, sample resolution language to be used by a municipality's governing body to authorize the execution of the grant agreement, and a list of the pre-determined funding available to eligible municipalities to be inputted by the municipality into the grant agreement.

¹ See LFN [2022-17.pdf \(nj.gov\)](#) for further information.

PERMISSABLE USES OF GRANT FUNDS

Municipalities may utilize the funds for compliance with P.L. 2021, c. 182. Specifically, funds may be used for:

- Hiring and training of municipal personnel who will perform inspections for lead-based paint hazards in rental units subject to P.L. 2021, c. 182 (including Lead Inspector/Risk Assessor training costs as well as HUD dust-wipe training courses).
- If permitted under P.L. 2021, c. 182, payment of an appropriate lead evaluation contractor or payment to another municipality in an appropriate shared service agreement.
- Personnel costs attributable to lead-based paint hazard inspections by existing employees.
- Materials and supplies required for carrying out such inspections, such as for dust wipe sampling.
- Communications materials and mailings to known and potential property owners subject to inspection, including those intended to identify owners of single and two-family rental units.

NON PERMISSABLE USES OF GRANT FUNDS INCLUDES BUT IS NOT LIMITED

TO:

- Human Resource services for the hiring of lead inspectors.
- Municipal building operating costs.
- Municipal finance department staff costs for required reporting activities.
- Any related professional services such as the hiring of a marketing contractor, consultant or legal services associated with compliance under the Act.

APPLICANT ELIGIBILITY

Applicant eligibility and amounts are pre-determined based from municipality interest shown in the CY 2022 Best Practices Survey.

PROGRAM ELIGIBILITY CRITERIA

To qualify for Lead Grant Assistance Program funding, each eligible applicant must:

- Submit a governing body resolution (using DLGS’s sample language) acknowledging participation in the program and further authorizing the execution of a grant agreement and compliance to the terms and conditions of the agreement.
- Submit a Lead Grant Assistance Program grant agreement signed by an authorized official. Grantees are to fill in the municipality’s 4-digit Muni-code as the grant agreement number.

SUBMISSION REQUIREMENTS

Municipalities are required to submit the governing body authorized Resolution and signed Grant Agreement in PDF format and with the following file name format:

4-digit Muni Code_Municipality Name_ LGAP_ Resolution.pdf

4-digit Muni Code_Municipality Name_ LGAP_ Agreement.pdf

Example: 0811_Monroe Township_ LGAP_ Resolution.pdf

0811_Monroe Township_ LGAP_ Agreement.pdf

Files are to be submitted in one (1) email to LGAP@dca.nj.gov with subject line reading:

4-digit Muni Code_Municipality Name_ LGAP

****Files submitted with incorrect file names will be rejected.**

GRANT ELIGIBILITY PERIOD

Only expenditures incurred between January 1, 2023 through December 31, 2023 are eligible under the grant.

DISBURSMENT OF GRANT FUNDS

Grant funds will be disbursed upon receipt of the grantee's governing body resolution and executed grant agreement.

GRANT FUNDING SUPPORTING DOCUMENTATION

Grantees are to provide supporting documentation of eligible expenses during the period of January 1, 2023 through Decembers 31, 2023 no later than January 15, 2024. Supporting documentation includes but is not limited to:

- Employee Cumulative Payment Registers or Pay Stubs.
- Purchase Orders, Vendor Invoices, and cancelled checks (front and back).

GRANT CLOSEOUT PROCESS – PROGRESS REPORTING

At the conclusion of the approved grant period, municipalities that receive funding will also be required to submit one final progress report for the period of 1/1/2023 through 12/31/2023 by 1/15/2024 to the DLGS.

SUBMISSION DEADLINE

DLGS must be in receipt of one electronic copy of the completed resolution and executed grant agreement by 5:00 P.M. EST on 7/7/2023 for the grantee to be eligible for grant funding.

Incomplete submissions will not be considered for funding. Submissions received after 5:00 P.M. on 7/7/2023 will be rejected.

Municipalities will be notified of acceptance or denial on or about July 30, 2023.

ASSISTANCE

Questions regarding this program can be submitted via e-mail to: lgap@dca.nj.gov or may contact Tiziana Johnson (609) 913-4407.

P.L. 2021, Chapter 182 Lead Grant Assistance Program - Estimated Award Amounts

Muni-code	Municipality	County	Pre-1980 1 & 2 Family Rental Properties	Estimated Award
0515	Wildwood Crest borough	Cape May	353	\$9,400
0516	Woodbine borough	Cape May	182	\$4,900
0601	Bridgeton city	Cumberland	1,906	\$50,600
0602	Commercial township	Cumberland	389	\$10,400
0603	Deerfield township	Cumberland	91	\$2,500
0604	Downe township	Cumberland	29	\$800
0610	Millville city	Cumberland	1,440	\$38,200
0702	Bloomfield township	Essex	1,975	\$52,400
0703	Caldwell borough	Essex	298	\$8,000
0705	East Orange city	Essex	3,025	\$80,200
0709	Irvington township	Essex	2,495	\$66,200
0711	Maplewood township	Essex	666	\$17,700
0712	Millburn township	Essex	579	\$15,400
0713	Montclair township	Essex	1,503	\$39,900
0714	Newark city	Essex	15,798	\$418,900
0715	North Caldwell borough	Essex	19	\$600
0716	Nutley township	Essex	1,072	\$28,500
0717	City of Orange township	Essex	2,066	\$54,800
0718	Roseland borough	Essex	70	\$1,900
0719	South Orange Village township	Essex	152	\$4,100
0720	Verona township	Essex	237	\$6,300
0721	West Caldwell township	Essex	54	\$1,500
0722	West Orange township	Essex	1,710	\$45,400
0801	Clayton borough	Gloucester	205	\$5,500
0802	Deptford township	Gloucester	609	\$16,200
0804	Elk township	Gloucester	72	\$2,000
0805	Franklin township	Gloucester	487	\$13,000
0806	Glassboro borough	Gloucester	438	\$11,700
0807	Greenwich township	Gloucester	181	\$4,800
0809	Logan township	Gloucester	0	\$0
0810	Mantua township	Gloucester	105	\$2,800
0811	Monroe township	Gloucester	394	\$10,500
0812	National Park borough	Gloucester	82	\$2,200
0814	Paulsboro borough	Gloucester	310	\$8,300
0815	Pitman borough	Gloucester	417	\$11,100
0816	South Harrison township	Gloucester	47	\$1,300
0817	Swedesboro borough	Gloucester	94	\$2,500
0819	Wenonah borough	Gloucester	29	\$800
0820	West Deptford township	Gloucester	366	\$9,800
0821	Westville borough	Gloucester	429	\$11,400
0822	Woodbury city	Gloucester	491	\$13,100
0823	Woodbury Heights borough	Gloucester	89	\$2,400
0901	Bayonne city	Hudson	5,220	\$138,400
0902	East Newark borough	Hudson	206	\$5,500
0903	Guttenberg town	Hudson	406	\$10,800
0904	Harrison town	Hudson	1,066	\$28,300
0906	Jersey City city	Hudson	12,835	\$340,300
0907	Kearny town	Hudson	2,808	\$74,500
0908	North Bergen township	Hudson	3,352	\$88,900
0909	Secaucus town	Hudson	490	\$13,000
0910	Union City city	Hudson	3,307	\$87,700
0912	West New York town	Hudson	2,298	\$61,000
1004	Califon borough	Hunterdon	36	\$1,000
1007	Delaware township	Hunterdon	137	\$3,700
1009	Flemington borough	Hunterdon	299	\$8,000
1010	Franklin township	Hunterdon	108	\$2,900
1012	Glen Gardner borough	Hunterdon	35	\$1,000



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Department of Utilities

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-147:**Resolution awarding emergency contract to National Water Main Cleaning to mitigate flooding in the vicinity of Orange Road, Porter Place and Warren Place (\$114,708.52)

ATTACHMENTS:

[Item 10 Resolution - Emergency Purchase - National Water Main Cleaning1.pdf](#)
[National Water Main Cleaning.pdf](#)

R-23-147

TOWNSHIP OF MONTCLAIR

RESOLUTION AWARDING EMERGENCY CONTRACT TO NATIONAL WATER MAIN CLEANING TO MITIGATE FLOODING IN THE VICINITY OF ORANGE ROAD, PORTER PLACE AND WARREN PLACE (\$114,708.52)

June 13, 2023

WHEREAS, the Township, pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-6.1, may by resolution and without soliciting public advertising for bids, award a contract to purchase any goods or services when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

WHEREAS, emergency repair is needed to mitigate serious stormwater flooding in the vicinity of Orange Road, Porter Place and Warren Place; and

WHEREAS, a certification of imminent hazard was received from the Director of Community Services; and

WHEREAS, the Council of the Township of Montclair, in the County of Essex concurred and determined that an emergency did exist and authorized the award of a contract to National Water Main Cleaning located at 1806 Newark Turnpike, Kearny, NJ 07032 for the immediate repair of the storm sewer to mitigate flooding in the vicinity of Orange Road, Porter Place and Warren Place; and

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

1. The Township approves an emergency contract with National Water Main Cleaning in the amount not to exceed \$ 114,708.52.

2. Upon National Water Main Cleaning completion of the emergency contract, it shall be entitled to payment and the Township shall take such action as shall be required to provide for the payment of the contract price.



NATIONAL WATER MAIN CLEANING

A Carylton Company

1806 Newark Turnpike • Kearny, NJ 07032
(973) 483-3200 • Fax (973) 483-5065
NYC BIC License #468

INVOICE: 045576 Page: 1

Original Invoice

Invoice Number 045576
Date 4/19/2023
Our Job No. MON024-6
Your Reference
Requisition No.
Release No.
Authority Susan McKenna
Terms Net 30 days
For Transactions To 3/16/2023

Bill
To: TOWNSHIP OF MONTCLAIR
Susan McKenna
ENGINEERING DEPT
219 NORTH FULLERTON AVE
MONTCLAIR, NJ 07042

RECEIVED
MAY 19 2023
TOWN OF MONTCLAIR
DEPT. OF COMMUNITY SERVICES

Item/Description

Quantity Unit Unit Price Total Price

Services rendered to clean and televise sewers at Valley Rd and Bellevue in Montclair, NJ from February 27 through March 16, 2023, as follows:

Clean & Televise Sewers

12.00 DAY ✓ 7,400.00 88,800.00 ✓

Disposal of Materials

94.24 TON ✓ 190.00 17,905.60 ✓

Fuel Surcharge

7.5% ✓ 8,002.92 ✓

Initial Meeting
Location - see
Attached daily
work sheets for
exact locations
SW

OK to process
SW
5/15/23

Subtotal: 114,708.52
Amount Paid: 0.00
Total: 114,708.52



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Department of Community Services

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-148:** Resolution authorizing grant application submission and execution of a grant contract with the New Jersey Department of Transportation for the Upper Mountain Avenue Roadway Improvements Project

ATTACHMENTS:

[Item 11 Resolution - FY2024 NJDOT MA - Upper Mountain Avenue Roadway Improvements \(00384311xD43F8\).pdf](#)

R-23-148
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING GRANT APPLICATION SUBMISSION AND
EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT
OF TRANSPORTATION FOR THE UPPER MOUNTAIN AVENUE ROADWAY
IMPROVEMENTS PROJECT**

June 13, 2023

WHEREAS, approval from the Governing Body is needed to submit a grant application for a New Jersey Department of Transportation Municipal Aid grant for the Upper Mountain Avenue Roadway Improvements Project within the Township of Montclair.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of Montclair formally approve the grant application for the above-referenced project.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application as MA-2024-Upper Mountain Avenue Roadway Improvements-00152 to the New Jersey Department of Transportation on behalf of the Township of Montclair.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Montclair and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

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

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-149:** Resolution authorizing the submission of a grant application and the execution of a grant contract with the U.S. Department of Transportation Safe Streets & Roads for all program and committing Zero Roadway Fatalities and Serious Injuries Goal

ATTACHMENTS:
[Item 12 SS4A Draft Resolution.pdf](#)

R-23-149
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION
AND THE EXECUTION OF A GRANT CONTRACT WITH THE U.S. DEPARTMENT
OF TRANSPORTATION SAFE STREETS & ROADS FOR ALL PROGRAM AND
COMMITTING ZERO ROADWAY FATALITIES AND SERIOUS INJURIES GOAL**

June 13, 2023

WHEREAS, the Township of Montclair, through the work of several departments, seeks to improve the safety of our streets for everyone, including people who drive, walk, bicycle, and take transit and roll using personal conveyance devices such as boards, scooters, and wheelchairs; and

WHEREAS, in 2015, the Montclair Township Planning Board adopted the Unified Land Use and Circulation Plan Element (“Unified Plan”) of the Master Plan which integrated land use and mobility policies including pedestrian and bicycle safety, and the Unified Plan was amended in 2021 to reference the 2017 Montclair Township SAFE Complete Streets Implementation Plan; and

WHEREAS, Montclair strives to be a bikeable and walkable community and has been actively encouraging sustainable forms of transportation, such as walking, biking, and public transit, e-bikes, skateboards, scooters, e-scooters, wheelchairs, etc.; and

WHEREAS, school-age children walk or bike to Montclair’s schools; and

WHEREAS, statistically speaking, national traffic-related injuries disproportionately affect children, people with limited English proficiency, people with disabilities, senior citizens, as well as communities of color. Many of these groups regularly rely on non-automobile forms of transportation; and

WHEREAS, according to Montclair Police Department data, there were 47 reported crashes involving pedestrians in 2022 in Montclair; and

WHEREAS, Vision Zero, a global model that began in Sweden in 1997, includes five core principles:

1. Municipalities can prevent traffic deaths and severe injuries;

2. Human error is inevitable and any transportation system should be forgiving;
3. Speed is the single most important factor in crash severity;
4. The entire system, not individual actors, is responsible for safety;
5. Saving lives is not expensive; and

WHEREAS, Vision Zero encourages municipalities to adopt achievable goals to prevent traffic related severe injuries and fatalities; and

WHEREAS, cities and college towns across New Jersey and the United States, including Jersey City, Princeton, Trenton, and Hoboken as well as places like New York City, Philadelphia, Cambridge, MA, and Ann Arbor, MI, have established Vision Zero campaigns to eliminate traffic-related serious injuries and fatalities; and

WHEREAS, successful implementation of a Vision Zero campaign will require coordinated cooperation between Essex County, various municipal departments, and community organizations; and

WHEREAS, the Montclair Township Council established a Vision Zero Task Force as the primary implementation tool for interdepartmental and community coordination to create a Vision Zero Action Plan for Montclair.

NOW THEREFORE BE IT RESOLVED, by the Mayor and the Township Council that the Township of Montclair formally authorizes the Township to submit a grant application and execute a grant contract with the United States Department of Transportation to prepare a Vision Zero Action Plan as a Supplemental Action Plan to the Essex County Action Plan.

BE IT FURTHER RESOLVED, that the Township of Montclair commits to the goal of eliminating all roadway fatalities and serious injuries by the end of 2028 in conjunction with the Township's Vision Zero Task Force.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

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

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-150:** Resolution authorizing a change order to the contract with the Musial Group for design services for the ADA Bathroom Improvements to the public library to increase the contract by \$2,450.00

ATTACHMENTS:

[Item 13 Resolution_Musial_Contract Amendment.pdf](#)
[COF_The Musial Group_Contract Amendment.pdf](#)

R-23-150

TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH THE MUSIAL GROUP FOR DESIGN SERVICES FOR THE ADA BATHROOM IMPROVEMENTS TO THE PUBLIC LIBRARY TO INCREASE THE CONTRACT BY \$2,450.00

June 13, 2023

WHEREAS the Township Council adopted resolution R-22-247 on November 14, 2022, awarding a contract to The Musial Group for design services related to ADA improvements to the bathrooms in the Montclair Public Library in the amount of \$19,450.00; and

WHEREAS, the Township advertised for bids and received three bids, none of which met the requirements, so all bids were rejected; and

WHEREAS, the Musial Group provided a proposal to coordinate the second bid for this project and a change order to adjust the contract in the amount of \$2,450.00 (12.5%) is needed; and

WHEREAS, the cost for this additional work will be paid through the 2022 Community Development Block Grant awarded to Montclair Township for improvements to the Public Library; and

WHEREAS, the Chief Financial Officer has certified the additional funds are available in account 03-286-56-054-007.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Township of Montclair, in the County of Essex, hereby authorizes the execution of the contract amendment with The Musial Group to increase the contract to an amount not to exceed \$21,900.00.



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 THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

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

ACCOUNT NUMBER (S)

NAME AND ADDRESS OF COMPANY

Padmaja Rao

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

Date: _____



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY:

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-151:** Resolution awarding a contract to GJG Construction & Consulting, LLC for the Township Public Library Bathroom ADA renovation project (CDBGfunded) (bid 23 – 07 – 2nd attempt)

ATTACHMENTS:

[Item 14 Resolution - Award - LIBRARY ADA RENOVATION.pdf](#)

[GJC Construction.pdf](#)

[Bid 23 - 07 - ReBid Review.pdf](#)

[COF - Library.pdf](#)

R-23-151
TOWNSHIP OF MONTCLAIR

RESOLUTION AWARDING A CONTRACT TO GJG CONSTRUCTION & CONSULTING, LLC FOR THE TOWNSHIP PUBLIC LIBRARY BATHROOM ADA RENOVATION PROJECT (CDBG FUNDED) (BID 23 – 07 – 2ND ATTEMPT)

June 13, 2023

WHEREAS, on March 28, 2023 the Township of Montclair Public Library developed and published specifications for Montclair Public Library ADA Bathroom Renovation (CDBG Funded Project) (Bid 23 – 07 – 1st Attempt); and

WHEREAS, Resolution (R-23-105) dated April 25, 2023 rejected all the proposals received for Bid 23-07 -1st Attempt; and

WHEREAS, on May 24, 2023, the following bid proposals were received for the 2nd attempt:

Bidders	Lump Sum Bid	Alternate 1
1.GJG Construction & Consulting	\$ 93,000.00	\$ 24,000.00
2. Franklin Floors, Inc.	\$ 93,490.00	\$ 34,920.00
3.Jersey Point Management, Inc.	\$ 160,000.00	\$ 80,000.00

WHEREAS, pursuant to N.J.S.A 19:44A – 20.4 et seq. this contract is being awarded under the fair and open process; and

WHEREAS, GJG Construction & Consulting, LLC submitted the lowest responsible lump sum bid, according to the specifications, in the amount of \$ 93,00.00; and

WHEREAS, the Chief Financial Officer has certified that \$78,100 is available in Montclair Township account number 03-286-56-054-005 and the Montclair Township Public Library has agreed to pay \$14,900.00 from their budget towards this project; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Montclair, in the County of Essex, that the Township of Montclair enter into an agreement with GJG Construction & Consulting, LLC for the Public Library Bathroom ADA Renovation Project in the amount of \$ 93,000.00 (Lump Sum Bid) to be charged to the accounts above or as otherwise determined to be correct by the Chief Financial Officer's pending certification of funds, subject to final approval by the Township Attorney.

MONTCLAIR PUBLIC LIBRARY
ADA BATHROOM RENOVATION
MONTCLAIR, NJ

125522
MAY 2023

Clarification #1 dated 11 May 2023

BID PROPOSAL

FOR

MONTCLAIR PUBLIC LIBRARY
ADA BATHROOM RENOVATION
50 SOUTH FULLERTON AVENUE
MONTCLAIR, NEW JERSEY

BID NUMBER 23-07

CONTRACT DOCUMENTS PREPARED BY: **THE MUSIAL GROUP**, p.a.
191 Mill Lane
Mountainside, New Jersey 07092
Phone: 908-232-2860 Fax: 908-232-2845

SUBMITTED BY: GJG Construction & Consulting, LLC
[COMPANY NAME]
273 Hayes Dr.
[STREET]
Saddle Brook NJ 07663
[CITY] [STATE] [ZIP CODE]
201-406-1671 201-690-1961
[PHONE #] [FAX #]
05.24.23 goce@gjgconstruction.com
[DATE] (E-MAIL)

TO: **Purchasing Agent**
Township of Montclair
Department of Finance
205 Claremont Avenue
Montclair, NJ 07042

1
WEDNESDAY, MAY 24, 2023

BIDS ARE DUE AT 3:00 PM ON FRIDAY, APRIL 24, 2023 AT THE DEPARTMENT OF FINANCE (3RD FLOOR), TOWNSHIP OF MONTCLAIR, NEW JERSEY.

The undersigned, having visited the sites of the proposed work and having familiarized himself with the existing conditions and with other local conditions affecting the cost of the work and with the contract Documents, and all addenda to said Documents, hereby proposes to furnish all labor, materials, tools, equipment, and insurance required by the Contract Documents, to pay all applicable taxes and to furnish all things as provided by the aforesaid Contract Documents, and all addenda thereto, and to undertake all the obligations contained therein for, furnishing and installing the work described under heading of the contract bid for the following sum or sums.

LUMP SUM COMBINED BID FOR ALL WORK

For the performance of all work (lump sum-combined bid all trades) at **MONTCLAIR PUBLIC LIBRARY ADA BATHROOM RENOVATION MONTCLAIR, NEW JERSEY, NEW JERSEY**, as described in the drawings and specifications for this project for the total amount of:

Lump Sum \$ 93,000
(NUMBERS)
Ninety-Three Thousand Dollars.
(WRITTEN)

ALTERNATE PROPOSAL

For Complete Description of Alternate/Bid Proposals, see Alternate Section of the Specifications.

State the amount that shall be added to the lump sum bid for the following Alternates:

ALTERNATE MUST BE BID. FAILURE TO BID ON ALTERNATE SHALL RESULT IN THE REJECTION OF THE BID. IF THE ALTERNATE WILL NOT INCREASE OR DECREASE THE BASE BID, THE CONTRACTOR MUST INDICATE SUCH BY WRITING "NO CHANGE".

ALTERNATE:	AMOUNT
Alternate No. 1 – ADD 2 nd Floor Bathrooms	PLUS <u>\$24,000.00</u>

TIME OF COMPLETION

The undersigned propose that if awarded the Contract, the scope of work FOR THE MONTCLAIR PUBLIC LIBRARY ADA BATHROOM RENOVATION WILL BE COMPLETED BY SEVENTY-FIVE (75) CALENDAR DAYS AFTER ISSUANCE OF NOTICE TO PROCEED.. The bidder understands that the work OF ALL PORTIONS OF THE PROJECT must be complete by the date mentioned above and the contractor has included any expedited delivery charges or premium time required to meet these dates.

G.G
[CONTRACTOR'S INITIALS]

Lump Sum Contract – all work

I, Goce Gjorgievski, president
(NAME) (TITLE)
of GJG Construction& Consulting, LLC, have given to each subcontractor
(COMPANY)

submitting a price to the above named prime contractor a complete set of plans and specifications for
**MONTCLAIR PUBLIC LIBRARY ADA BATHROOM RENOVATION MONTCLAIR, NEW JERSEY, NEW
JERSEY,** _____


SIGNATURE

SITE VISIT

**SITE VISIT – MONTCLAIR PUBLIC LIBRARY ADA BATHROOM RENOVATION MONTCLAIR, NEW
JERSEY, NEW JERSEY, Lump Sum Contract – all work**

I, Goce Gjorgievski _____ president _____
[NAME] [TITLE]

of GJG Construction& Consulting, LLC _____, visited the project site of the

**MONTCLAIR PUBLIC LIBRARY ADA BATHROOM RENOVATION MONTCLAIR, NEW JERSEY, NEW
JERSEY,**

on 04.05.23 _____ for the purpose of reviewing and

observing the entire work area specified in the Contract Documents and taking into consideration the
observations made during this visit in the preparation of my bid.

Goce Gjorgievski
[PRINT NAME] _____


[SIGNATURE] _____

UNIT PRICES (SHALL BE FILLED IN AT TIME OF BID)

The Bid is a lump sum bid for all work. The following unit prices are for changing quantities of work items from those indicated by the Contract Documents (Drawings and/or Specifications) and upon written instructions from the Architect, the following unit prices shall prevail. The unit prices may be used by the Owner and shall include all labor, installation, materials, bailing, shoring, removal, overhead, profit, insurance bond, and all incidental items required for similar work under the Specifications, and all other applicable provisions of the Contract to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions set forth in the General Conditions. It is further agreed that the Owner may accept or reject any or all of the submitted Unit Prices at the time the Contract is awarded, or may substitute for them prices negotiated with the Contractor as part of the contract award process or as part of future Change Orders.

ALL SPACES SHALL BE FILLED IN WITH A DOLLAR AMOUNT. ADD-DEDUCT AMOUNT SHALL NOT FLUCTUATE BY MORE THAN 10%.

TYPE	ADD	DEDUCT	UNIT
A. Partitions: 1. 3-5/8" Metal Studs @16" O.C. with one Layer of 5/8" Water Resistant GWB each side	<u>\$125.00</u>	<u>\$115.00</u>	per lin. ft.
B. Tiling: (all as specified) 1. Tile CT-1	<u>\$50.00</u>	<u>\$45.00</u>	sq. ft.
2. Tile CT-2	<u>\$35.00</u>	<u>\$33.00</u>	sq. ft.
C. Ceiling: (Refer to legend on drawing A101) 1. 2 ft x 2 ft Lay-Acoustic Tile with Grid To match existing:	<u>\$8.50</u>	<u>\$8.00</u>	sq. ft.
D. Painting (3) coats 1. latex EPOXY egg shell	<u>\$3.50</u>	<u>\$3.20</u>	sq. ft.
2. latex EPOXY flat	<u>\$3.00</u>	<u>\$2.75</u>	sq. ft.
3. latex EPOXY satin	<u>\$3.25</u>	<u>\$3.00</u>	sq. ft.
E. 8" x 8" interior sign per drawing 7/A101 sim	<u>\$90.00</u>	<u>\$82.00</u>	each
F. Junction box (w/conduit to above clg w/ pull line)	<u>\$380.00</u>	<u>\$350.00</u>	each
G. Type L Copper tubing 3/4" dia., 10 ft. section	<u>\$110.00</u>	<u>\$100.00</u>	per unit
H. Schedule 40 black steel pipe, 1" dia., 1. 10 ft. section	<u>\$120.00</u>	<u>\$110.00</u>	per unit
I. Plumbing shock air absorber with 3/4" dia. 1. Threaded fitting	<u>\$90.00</u>	<u>\$85.00</u>	each
J. Plumbing shock air absorber with 1/2" dia. 1. Threaded fitting	<u>\$80.00</u>	<u>\$75.00</u>	each
K. 1/2" Globe valve, bronze or glass	<u>\$275.00</u>	<u>\$255.00</u>	each

BID ACCEPTANCE

If written notice of the acceptance of Bid is mailed, telegraphed or delivered to the undersigned, or public award of contract is made, which ever is earlier, within sixty (60) days after the date of the opening of the

Bids, or any time thereafter before Bids are withdrawn, the undersigned will within ten (10) days after the date of such mailing, telegraphing or delivering of such notice or public award, execute and deliver a Contract and provide the required Performance and Payment Bond in accordance with the Specification and Bid as accepted, and complete the project as stated above.

We understand that, upon written request, any Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.


ADDENDUM / CLARIFICATION RECEIPT: Receipt of the following Addenda and/or Clarification to the Specifications and Drawings is acknowledged.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Clarification No. 1 Dated 05.11.23

Name of Contractor: GJG Construction & Consulting, LLC

Business Address: 273 Hayes Dr. Saddle Brook, Nj 07663

Phone: 201-406-1671 Extension: _____


(Signature)

Goce Gjorgievski

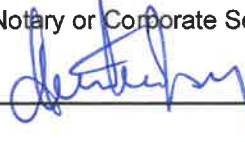
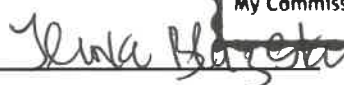
(Type or Print Name)

president

(Title)
05.24.23

(Date)

WITNESS (Notary or Corporate Secretary):

 
Signature



Date

If Bidder is a corporation, write State of Incorporation above; if a partnership give full names of all partners.

EXCEPTIONS TO SPECIFICATIONS

**Bid Number: 23-07
Montclair Public Library ADA Bathroom Renovation
(CDBG Funded Project)**

←—————→
COMPANY NAME GJG Construction & Consulting, LLC

Exceptions:

TOWNSHIP OF MONTCLAIR

**Bid Number: 23-07 (2nd Attempt)
Montclair Public Library ADA Bathroom Renovation
(CDBG Funded Project)**

MANDATORY FORMS TO BE SUBMITTED WITH BID PROPOSAL

Each bidder is required to complete this checklist of all mandatory items that are required for this bid. The absence of any of these mandatory forms from the sealed bid package will be sufficient for the rejection of the entire bid.

Two (2) copies (one (1) original and one (1) duplicate copy) and one (1) electronic copy – USB of these mandatory forms shall be submitted with the Bid Proposal.

1.	*Evidence of Affirmative Action Compliance (Exhibit A)	G.G	✓
2.	Americans with Disabilities Act of 1990 Acknowledgement Form	G.G	✓
3.	Affirmative Action Compliance Notice Acknowledgement Form (Exhibit A)	G.G	✓
4.	Prevailing Wage Affidavit	G.G	✓
5.	Statement of Ownership Disclosure	G.G	✓
6.	Non-Collusion Affidavit (Notarized)	G.G	✓
7.	Statement of Understanding	G.G	✓
8.	Bid Proposal (Price Schedule)	G.G	✓
9.	*Proof of Business Registration (Copy of BRC) (<u>Includes all listed sub-constructors</u>)	G.G	✓
10.	Evidence of Public Works Contractor Registration (<u>Includes all listed sub-constructors</u>)	G.G	✓
11.	List of Subcontractors (<u>Includes ALL, plumbing, asbestos, electrical, etc.</u>)	G.G	✓
12.	Subcontractor Certificate (BRC and PW certificate)	G.G	✓
13.	Bidder's Affidavit	G.G	✓
14.	Ownership Statement Compliance Form	G.G	
15.	Bid Bond	G.G	✓
16.	Consent of Surety	G.G	✓
17.	Acknowledgement of Surety	G.G	✓
18.	Bidders Safety Acknowledgement	G.G	✓

- | | | | |
|-----|---|-----|---|
| 19. | Bidders Qualification Form | G.G | ✓ |
| 20. | Plant and Equipment Questionnaire (4 pages) | G.G | ✓ |
| 22. | Exceptions to Specifications | G.G | ✓ |
| 24. | Certification of Non-Involvement in Prohibited Activities in Russia-Belarus & Iran | G.G | ✓ |
| 25. | Certification of Equal Employment Opportunity | G.G | ✓ |
| 26. | Certification of Non-Segregated Facilities | G.G | ✓ |
| 27. | Statement of Acknowledgement of American Iron and Steel Requirements | G.G | ✓ |
| 28. | State of New Jersey Debarred List Affidavit | G.G | ✓ |
| 29. | Status of Contracts | G.G | ✓ |
| 30. | Acknowledgement of Receipt of Addenda | G.G | ✓ |
| 31. | Provisions Concerning Changed Conditions in Construction Contracts | G.G | ✓ |
| 32. | **Evidence of Coverages for the Required Insurance Listed in Item V | G.G | ✓ |
| 33. | Copy of License/Certificate (Plumbing, Electrical, etc) | G.G | ✓ |
| 34. | ***Meeting Federal Standards 12.13.22 for CDBG Funded Projects
(Contractor to complete all required forms included in this document) | G.G | ✓ |

None

***Statutorily allowed to be provided with proposal OR prior to execution of contract.**

****Certificate of Insurance must be submitted together with the signed contract.**

*****Checking off this item indicates that the bidder has read through and acknowledges all requirements associated with Community Development Block Grant (CDBG) funded projects, including, but not limited to, providing current DUNS number and SAM CAGE Code number within the enclosed Bidders Notice and Contractor Clearance Requirements forms.**

PRINT NAME: Goce Gjorgievski TITLE: president

SIGNATURE:  DATE: 05.24.23

Certificate Number
706326

Registration Date: 03/08/2023
Expiration Date: 03/07/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

GJG Construction & Consulting, LLC
2023

Responsible Representative(s):
Goce Gjorgjevski, President

Handwritten signature of Robert Asaro-Angelo.

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GJG CONSTRUCTION & CONSULTING LLC
Trade Name:	
Address:	273 HAYES DR SADDLE BROOK, NJ 07663
Certificate Number:	1902374
Effective Date:	September 23, 2014
Date of Issuance:	January 20, 2023
For Office Use Only:	
	20230120163456512

Certificate Number
718481

Registration Date: 01/26/2023
Expiration Date: 01/25/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):

Robert Jachevski, Owner



A handwritten signature in black ink, appearing to read "Robert Asaro-Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

01/17/17

Taxpayer Identification# 884-966-313/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: ABER ELECTRIC LLC	TRADE NAME:	
ADDRESS: 282 GASTON AVENUE GARFIELD NJ 07026	SEQUENCE NUMBER: 2102198	
EFFECTIVE DATE: 01/17/17	ISSUANCE DATE: 01/17/17	
	 Director New Jersey Division of Revenue	

FORM-BRC
12.1.09 - PAGE 2 OF 2

FIRST-CLASS MAIL
U.S. POSTAGE PAID
TRENTON, NJ
PERMIT 21

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

Robert Jachevski
282 Gaston Avenue
Garfield NJ 07026

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

02/03/2021 TO 03/31/2024
VALID

34E101823000
LICENSE, REGISTRATION, CERTIFICATION #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Con
P.O. Box 45006
Newark, NJ 07101


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

PLEASE DETACH HERE

FIRST-CLASS MAIL
U.S. POSTAGE PAID
TRENTON, NJ
PERMIT 21

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

ABER ELECTRIC LLC
ROBERT JACHEVSKI
282 Gaston Avenue
Garfield NJ 07026

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

02/16/2021 TO 03/31/2024
VALID

34EB01823000
LICENSE, REGISTRATION, CERTIFICATION #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Con
P.O. Box 45006
Newark, NJ 07101


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

PLEASE DETACH HERE

Certificate Number
732176

Registration Date: 11/30/2022
Expiration Date: 11/29/2023



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

RAK PLUMBING AND HEATING LLC
2022

Responsible Representative(s):
Kordian Rak, Managing Member

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

03/26/19

Taxpayer Identification: 824-950-760/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME: RAK PLUMBING AND HEATING LLC	TRADE NAME:	
ADDRESS: 103 HAYWARD PLACE WALLINGTON NJ 07067	SEQUENCE NUMBER: 2328225	
EFFECTIVE DATE: 03/25/19	ISSUANCE DATE: 03/26/19	
		 Director New Jersey Division of Revenue
FORM BRC The Certificate is not valid unless accompanied by a valid tax determination document at above address.		

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers

HAS LICENSED

Kordian Rak
37 Charles Street
Lodi NJ 07644

FOR PRACTICE IN NEW JERSEY AS A(N): Master Plumber

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers
HAS LICENSED
Kordian Rak
Master Plumber

[Signature]
SIGNATURE
[Signature]
ACTING DIRECTOR
06/25/2021 TO 06/30/2023
VALID
36BI01330600
License/Registration/Certificate #

06/25/2021 TO 06/30/2023
VALID

36BI01330600
LICENSE/REGISTRATION/CERTIFICATION #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Exam. of Master Plumbers
P.O. Box 45008
Newark, NJ 07101

[Signature]
Signature of Licensee/Registrant/Certificate Holder

[Signature]
ACTING DIRECTOR

PLEASE DETACH HERE

Kordian Rak EXPIRATION DATE 2023
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 36BI 01330600 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Board of Exam. of Master Plumbers
P.O. Box 45008
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME
BUSINESS

PRINT YOUR NEW MAILING ADDRESS BELOW
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

NAMING OF SUBCONTRACTORS FORM

ALL CONTRACTORS MUST COMPLETE THE FOLLOWING:

N.J.S.A. 40A:11-16 requires that where all the work and materials required to complete the construction project are to be included in a single overall contract, bidders that propose using subcontractors for any of the four specialized "sub-prime" categories (i.e. Plumbing and gas fitting and all kindred work; Steam and hot water heating, ventilating apparatus, steam power plants and kindred work (HVAC); Electrical work; and Structural steel and ornamental iron work) must submit a certificate with their bids listing each subcontractor named in the bid for that category.

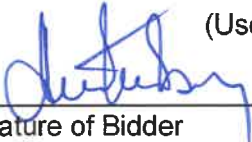
If GJG Construction & Consulting, LLC is successfully awarded this
(Name of Firm)

project, I, Goce Gjorgievski,
(Authorized Representative)

of the Township of Saddle Brook, in the County of Bergen and
State of New Jersey, certify pursuant to N.J.S.A. 40A:11-16 that I shall utilize the
following subcontractors if this Bid is successfully awarded to my firm.

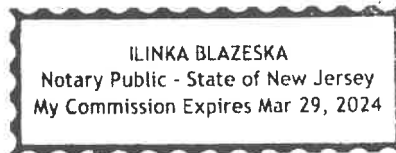
NAME OF SUBCONTRACTOR	SCOPE OF WORK
RAK PLUMBING & HEATING, LLC	Plumbing
ABER ELECTRIC, LLC	Electrical

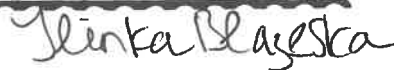
(Use additional sheet of paper if more space required)


Signature of Bidder

Goce Gjorgievski

Name and Title (Print or Type)





SWORN TO AND SUBSCRIBED

BEFORE ME THIS 24th DAY OF May 2023.

**ESSEX COUNTY
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT**

CONTRACTOR CLEARANCE REQUIREMENTS

To be completed by all Bidders on Community Development Block Grant Projects

Name of Company: GJG Construction and Consulting, LLC

Address: 273 Hayes Drive, Saddle Brook, NJ 07663

IRS TAX ID: 47-1878092

SAM UEI #: YBNWDABKG6K3 **SAM CAGE CODE #** 9JFD8

PRINCIPALS

	<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>SOC SEC #</u>
1.	President	Goce Gjorgievski	273 Hayes Dr. Saddle Brook, NJ 07663	009-90-4574
2.				
3.				

Are any of the company principals on the Federal or State List of Debarred or Suspended Contractors?

YES _____ **NO** x _____

If Yes, please attach a detailed explanation for debarment or suspension

Form completed by:

Goce Gjorgievski - president

Print Name and Title



Signature

The above information is true to the best of my knowledge and belief. I understand any falsification of facts will result in a determination that the Company is ineligible to work on this project.

DATE: 05.24.23

PROJECT: Montclair Public Library ADA Bathroom Renovation

BIDDERS NOTICE

STATEMENT TO BE INCLUDED IN SPECIFICATIONS FOR COMMUNITY DEVELOPMENT (CDBG) FUNDED PROJECTS RE DAVIS BACON ACT, UEI AND SAM NUMBERS

The contract governing this work is funded by monies received by Essex County under Title I of the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181). Under the said Act, the Davis- Bacon Act is applicable to the contracted work. Accordingly, the contractor must abide by the provisions of the Federal Labor Standards, which are included as a part of the conditions of the contract.

All bidders must submit their Federal UEI number (Unique Entity ID) and their SAM CAGE Code number (System for Awards Management – Commercial and Government Entity).

Prospective bidders without a UEI and SAM number will not be able to be considered responsible bidders, thus eliminating them from any awards.

The applicable UEI and SAM numbers should be provided below and on the form for **Contractor Clearance Requirements**. It is noted that sub contractors will not need to be registered with SAM.

SAM UEI #: YBNWDABKG6K3 SAM CAGE CODE # 9JFD8

Entity Workspace Results 1 Total Results

GJG Construction & Consulting, LLC

Unique Entity ID: YBNWDABKG6K3

CAGE/NCAGE: 9JFD8

Entity Status: Active Registration

Doing Business As:

Physical Address:

273 HAYES DR
SADDLE BROOK , NJ
07663-5061 USA

Expiration Date:

Apr 11, 2024

Purpose of Registration:

All Awards

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

GJG Construction and Consulting, LLC as Principal, and Arch Insurance Company as Surety, are hereby held and firmly bound unto the Township of Montclair in the penal sum of not less than ten percent of the bid amount to a maximum of \$20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 24th day of May, 2023

The condition of the above obligation is such that whereas the Principal has submitted to the Township of Montclair a certain Bid, attached hereto, and made a part of hereof, to enter into a contract in writing for :

#23-07 Montclair Public Library ADA Bathroom Renovations


NOW THEREFORE,

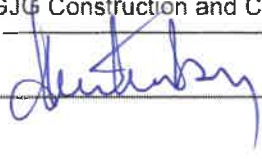
- A) If said Bid shall be rejected, or, in the alternate,
- B) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract to be prepared by the Township Attorney (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of the said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having their corporate seals to be hereto affixed and these presents to be signed by their proper corporate officers, the day and year first set forth above.

Arch Insurance Company
Surety: 
Joseph T. Catania Attorney-in-Fact

Principal: GJG Construction and Consulting, LLC (L.S.)
By: 

CONSENT OF SURETY

In consideration of the promises (Proposal to which this is attached), the undersigned consents and agrees that if the contract for which the preceding Proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and a guarantor for its faithful performance, and shall execute a bond in the form required by the New Jersey R.S. 2A:44-147, said bond to be in an amount equal to one hundred percent (100%) of the contract price and to be conditioned so as to indemnify the Owner, Township of Montclair, Essex County, New Jersey, against loss due to the failure of the Contractor to meet the stipulation of the contract, contract documents, and the bond, and to guarantee payment to all persons performing for furnishing labor or materials for performance of said contract and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to the said Township of Montclair, and difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said Township may hereafter be obliged to pay the corporation, person or persons to who a substitute contract may be afterwards awarded, the amount of the difference to be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these present to be signed by its duly

authorized officers, this 24th day of May, 2023.

ATTEST:

Denise Medlar
Denise Medlar Witness for Surety

Arch Insurance Company
By: Joseph T. Catania
Joseph T. Catania Attorney-in-Fact
Three Parkway, Suite 1500, Philadelphia, PA 19101
Surety

ATTEST:

MGL

GJG Construction and Consulting, LLC
By: _____

COUNTERSIGNED:

Mary Lawrence NJ Resident
License #8861195

273 Hayes Drive
Saddle Brook, NJ 07663

Denise Medlar
Bidder's Signature & Business Address

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brent D. Headley, Christopher R. Smith, Denise A. Medlar, Erica Mundy, Gemma B. Fendler, Gina M. Semonelle, Joseph T. Catania, Mary Lawrence and Richard G. Anderson of Wilmington, DE (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED. That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of December, 2022.

Attested and Certified

Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

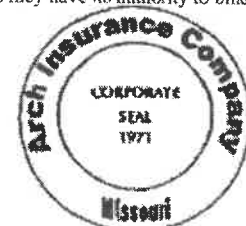
I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 12, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 24th day of May, 20 2023

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. 2A:44-143

Arch Insurance Company surety on the attached bond, hereby certifies(y) the following:

- 1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this state, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified by **Pricewaterhouse Coopers, New York, NY** and are included in the Annual Statement on file with the New Jersey Department of Insurance, 201 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital and Surplus</u>
Arch Insurance Company	\$ 1,623,105,261

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2021 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
Arch Insurance Company	\$113,246,000

- 4) The amount of the bond to which the statement and certification is attached is \$ 10% Bid Bond
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above, then for each such contact of reinsurance:
 - a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contact is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under Item 5(a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Joseph T. Catania, as Attorney-in-Fact for Arch Insurance Company, a corporation domiciled in Missouri, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



Joseph T. Catania, Attorney-in-Fact

Date: 5/24/2023


ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2022

Assets

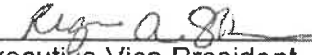
Cash & Cash Equivalents in Banks	\$164,221,743
Bonds owned	5,593,459,350
Stocks	661,945,887
Premiums in course of collection	759,892,858
Accrued interest and other assets	1,233,903,208
 Total Assets	 \$ 8,413,423,046

Liabilities

Reserve for losses and adjustment expenses	\$3,263,943,304
Reserve for unearned premiums	1,564,373,124
Ceded reinsurance premiums payable	408,386,710
Amounts withheld or retained by company for account of others	212,472,379
Reserve for taxes, expenses and other liabilities	983,651,831
 Total Liabilities	 \$6,432,827,348
 Surplus as regards policyholders	 1,980,595,698
 Total Surplus and Liabilities	 \$8,413,423,046

By: 

 Executive Vice President, Chief
 Financial Officer and Treasurer

Attest: 

 Executive Vice President,
 General Counsel and Secretary

State of New Jersey)
) SS
 County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2022.

Subscribed and sworn to before me, this 14 day of March 2023

Notary Public 

BRITTANY CONKLIN
 Notary Public, State of New Jersey
 Comm. # 50204279
 My Commission Expires 11/07/2027

31 May 2023

Mr. Al Dineros
Purchasing Agent
Township of Montclair, Department of Finance
205 Claremont Avenue
Montclair, NJ 07042

Reference: Montclair Public Library Bathroom Rehabilitation

Dear Mr. Dineros,

As you know, we received bids from three contractors after the bid documents were sent out during our re-bidding process.

GJG Construction & Consulting, LLC had the lowest bid and alternate amounts and they appear to have fulfilled all requirements of back-up material. A copy of the bid tabulation sheet is attached to this letter.

After calling two of their referrals, we received positive responses from one of the referrals who has worked with GJG Construction & Consulting, LLC in two past projects. The other referral we called was not available for comment. A copy of our telephone notes from those telephone calls are attached to this letter.

Therefore, it is recommended that GJG Construction & Consulting, LLC, the apparent lowest responsible bidder, be considered by the Township of Montclair to be awarded the contract for the Montclair Public Library Bathroom Rehabilitation project.

Of course, it will be up to the Township of Montclair to determine whether they will accept the base bid or accept the base bid and the alternate.

This recommendation is contingent upon review of all bidding documents by the township attorney for form and sufficiency.

Very truly yours,

The Musial Group p.a.



Larry R Lane, A.I.A.
Project Architect

Noel S. Musial, A.I.A., PP, NCARB
President
Noel Musial II, A.I.A., NCARB
Principal
Larry Lane, A.I.A.
Architect
John Krupka, P.E., LEED AP
Engineer
191 Mill Lane
Mountainside, NJ 07092
t. 908.232.2860
f. 908.232.2845
e. llane@themusialgroup.com
w. themusialgroup.com

**TOWNSHIP OF MONTCLAIR
MONTCLAIR PUBLIC LIBRARY ADA BATHROOM RENOVATION**

MONTCLAIR PUBLIC LIBRARY ADA BATHROOM RENOVATION TOWNSHIP OF MONTCLAIR THE MUSIAL GROUP, p.a. architecture o planning o interior design 191 Mill Lane, Mountainside, NJ 07092 MAY 24, 2023, 3:00 PM TMG # 125522		LUMP SUM BID (ALL WORK) CONTRACTOR BID TABULATION SHEET				Low Bidder
Chosen Alt:		BILLY RESTORATION INC 67 Danforth Avenue Paterson, NJ 07501 973-396-2579 riste@billycontrac ting@gmail.com	FRANKLIN FLOOR, INC 85 Park Ave Nutley, NJ 07110 973-667-5151 jdantuono@frankl infoors.com Joseph D'Antuono	JERSEY POINT MANAGEMENT PO Box 443 Ramsey, NJ 07446 201-669-6583 ritaberkey.jp@gmail.com	GJG CONSTRUCTION & CONSULTING 273 Hayes Drive Saddle Brook, NJ 07663 201-406-1671 goce@gigconstruc tion.com Goce Gjorglevski	GJG CONSTRUCTION & CONSULTING 273 Hayes Drive Saddle Brook, NJ 07663 201-406-1671 goce@gigconstruc tion.com Goce Gjorglevski
B A S E B I D		No Bid	\$93,490.00	\$160,000.00	\$93,000.00	\$93,000.00
Alt #	Description					
1	Alternate 1: 2nd Floor Toilets	No Bid	\$34,920.00	\$80,000.00	\$24,000.00	\$24,000.00
Bid Totals		No Bid	\$128,410.00	\$240,000.00	\$117,000.00	\$117,000.00

Clarification #1 dated 11 May 2023	
DUNS number. SAM UEI number provided	ACKNOWLEDGED YBNW/DABKG6K3
SAM CAGE Code number	9JFD8

THE MUSIAL GROUP ARCHITECTURE

191 Mill Lane
Mountainside, NJ 07092
P. 908.232.2860 ext.242
F. 908.232.2845
E. nsmusial@themusialgroup.com
W. www.themusialgroup.com

GC REFERRAL QUESTIONNAIRE

Bidder: GJG Construction & Consulting, LLC

Project: Montclair Public Library ADA Bathroom Renovation

Project #: 125522.00

Company Called: TNT Construction Group, LLC

Project Address:

Elmwood Park Public Library; 210 Lee St., Elmwood Park, NJ 07404 – Cost of project: \$74,000.00

And Boys and Girls Club of Lodi; 460 Passaic Ave. Lodi, NJ 07644 – Cost of project: \$65,000.00

Phone: 973-460-5426

Date Called: 25 May 2023

Referral Person's Name: Alexander Tolov

Person from TMG Calling Referral: Larry Lane

Questions and Remarks:

- 1) Was the GC a pleasure to work with? **Yes**
- 2) How professional did the GC conduct their business? **Very professional.**
- 3) Was there a full time superintendent on the job site? **GJG worked as a subcontractor. So they did not have prime contractor project superintended responsibilities.**

- 4) Did they submit requests for information during the construction? If so, were there a lot of RFI's? **No RFI's sent.**
- 5) Did the GC process their documents with paper or digitally? **Did not ask because they were not the prime contractor and the documents sent in the bid package was complete and professional.**
- 6) When preparing the SOV, did they "front end" the costs? **Did not prepare a SOV because they were subcontractors.**
- 7) Did they submit an accurate application for payment based upon the AIA G702 forms? **Not applicable.**
- 8) When submitting change orders, did they provide proper back-up? **Did not ask this question because they were not the prime contractor.**
- 9) Did they complete the project on time? **Yes**
- 10) Did the contractor leave the site clean and safe every day? **Yes**
- 11) Was the end product of good quality? **Yes**
- 12) The Plumbing subcontractor that the GC is proposing to use in our project is RAK Plumbing & Heating, LLC.
 - a. Have they ever worked on any of your projects? **No**
 - b. If yes, how were they to work with? **Not applicable**
 - c. Did they do a quality job? **Not applicable**
 - d. Did they produce change orders? **Not applicable**
- 13) The Electrical subcontractor that the GC is proposing to use in our project is Aber Electric, LLC.
 - a. Have they ever worked on any of your projects? **Yes**
 - b. If yes, how were they to work with? **Good**
 - c. Did they do a quality job? **Yes**
 - d. Did they produce change orders? **Not applicable**

THE MUSIAL GROUP ARCHITECTURE

191 Mill Lane
Mountainside, NJ 07092
P. 908.232.2860 ext.235
F. 908.232.2845
E. llane@themusial.com
W. www.themusialgroup.com

GC REFERRAL QUESTIONNAIRE

Bidder: GJG Construction & Consulting, LLC

Project: Montclair Public Library ADA Bathroom Renovation

Project #: 125522.00

Company Called: Town of Dover

Referred Project Address:

Town Hall Restroom Renovations, 37 N. Sussex St., Dover, NJ 07801 – Project Cost: \$124,000

Phone: 908-851-8500

Date Called: 25 May 2023 – **NO ONE RESPONDED VIA PHONE**

Referral Person's Name: Donald Travisano; dtravisano@uniontownship.com – **NO ONE RESPONDED VIA EMAIL**

Person from TMG Calling Referral: Larry Lane

Questions and Remarks:

- 1) Was the GC a pleasure to work with?
- 2) How professional did the GC conduct their business?
- 3) Was there a full time superintendent on the job site?
- 4) Did they submit requests for information during the construction? If so, were there a lot of RFI's?
- 5) Did the GC process their documents with paper or digitally?

- 6) When preparing the SOV, did they “front end” the costs?
- 7) Did they submit an accurate application for payment based upon the AIA G702 forms?
- 8) When submitting change orders, did they provide proper back-up?
- 9) Did they complete the project on time?
- 10) Did the contractor leave the site clean and safe every day?
- 11) Was the end product of good quality?
- 12) The Plumbing subcontractor that the GC is proposing to use in our project is RAK Plumbing & Heating, LLC.
 - a. Have they ever worked on any of your projects?
 - b. If yes, how were they to work with?
 - c. Did they do a quality job?
 - d. Did they produce change orders?
- 13) The Electrical subcontractor that the GC is proposing to use in our project is Aber Electric, LLC.
 - a. Have they ever worked on any of your projects?
 - b. If yes, how were they to work with?
 - c. Did they do a quality job?
 - d. Did they produce change orders?



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 THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

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

ACCOUNT NUMBER (S)

NAME AND ADDRESS OF COMPANY

Padmaja Rao

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

Date: _____



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Purchasing Office

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-152:** Resolution authorizing prequalification the award of a fair and open professional services contract to Thornton Tomasetti, inc. to serve as engineering consultant for Montclair Library (rfq-23-q06)

ATTACHMENTS:

[Item 15 Resolution -Library - Prequalify and Award of Contract -Tomasetti.pdf](#)
[COF-Library Bellevue.pdf](#)
[CDeLaney MEPS Proposal-Montclair Public Library - Bellevue Avenue Branch \(002\).pdf](#)

R-23-152
MONTCLAIR TOWNSHIP

RESOLUTION AUTHORIZING PREQUALIFICATION AND THE AWARD OF A FAIR AND OPEN PROFESSIONAL SERVICES CONTRACT TO THORNTON TOMASETTI, INC. TO SERVE AS ENGINEERING CONSULTANT FOR MONTCLAIR LIBRARY (RFQ-23-Q06)

June 13, 2023

WHEREAS, the Township Library has determined it has the need to retain a consultant to provide professional engineering services; and

WHEREAS, Request for Qualifications for Professional Services – Engineering/Architectural Services for Montclair Public Library (RFQ – 23 –Q06) was issued on February 16, 2023, and the following proposals were received on March 9, 2023:

1. French & Parrello Associates, Wall, NJ 07719
2. Thornton Tomasetti, Inc., NY, NY 10271
3. HM2 Architects & Engineers, Parsippany, NJ 07054
4. Netta Architects, Mountainside, NJ 07092
5. Settembrino Architects, Atlantic Highlands, NJ 07716

WHEREAS, the Township Public Library evaluated all the proposals and determined that all the vendors are qualified to provide effective and efficient services in accordance with the published evaluation criteria; and

WHEREAS, the Director of Township Public Library recommends awarding the contract to Thornton Tomasetti, Inc., based on their experience, cost, and other considerations to provide effective and efficient services; and

WHEREAS, pursuant to N.J.S.A 19:44A – 20.5 et seq. this contract is being awarded under the Fair and Open Process; and

WHEREAS, the Chief Financial Officer has certified that \$42,500.00 are available in Capital Account number 04-215-18-019-018 to cover the cost of this contract for one year; 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 Thornton Tomasetti, Inc., for a period of one year 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 \$ 42,500.00, subject to the appropriation of sufficient funds in the year 2023 adopted municipal budget.



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 THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

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

ACCOUNT NUMBER (S)

NAME AND ADDRESS OF COMPANY

Padmaja Rao

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

Date: _____

June 4, 2023

Township of Montclair
Department of Finance
Attn: Purchasing Agent
3rd Floor, 205 Claremont Avenue
Montclair, NJ 07042

**RE: PROPOSAL FOR MECHANICAL, ELECTRICAL AND PLUMBING AND (MEP)
ENGINEERING AND ARCHITECTURAL SERVICES
THE TOWNSHIP OF MONTCLAIR
MONTCLAIR PUBLIC LIBRARY-BELLEVUE AVENUE BRANCH- MONTCLAIR, NJ**

Thornton Tomasetti, Inc. (TT) is pleased to submit this Proposal to provide MEP Engineering and architectural services for the above-mentioned project.

I. PROJECT DESCRIPTION

The Township of Montclair Public Library requires detailed plans and specifications for an observation report and drawings that depict modified drainage systems to address water infiltration at the Bellevue Branch.

Our condition assessment and observation reports will provide additional areas of concern or additional repairs for evaluation by the Owner.

The rehabilitation work may be completed in phases, drawings will therefore allow for phasing of the project. TT will advise the Township Library with clear guidance on the appropriate way of phasing the overall scope of work to ensure that the overall project is completed efficiently and effectively and, in a cost, effective manner.

The deliverables for this project include but are not limited to the following:

- Preparation of rehabilitation design plans, and specifications signed and sealed by licensed design professional in a form acceptable for public bidding.
- Preparation of detailed cost estimates for the proposed final scope of work, same shall be provided as one overall project estimate as well as broken down by applicable phase. TT will coordinate with a cost estimator who will provide these estimates.
- Preparation of a preliminary project timeline based on TT's understanding of the scope of work. Same will be provided as one overall schedule with the individual phases broken out separately.

RE: THE TOWNSHIP OF MONTCLAIR, NJ
June 4, 2023

Page 2 of 14

TT will coordinate with the Township Library during the design phase, TT will provide the design plans and specifications to the Township Library for review at the 60%, 90% complete milestones for review and input by the Township Library. Upon completion of the 60% and 90% reviews, TT will incorporate the proposed modifications and changes to the bid package and finalize same to 100%. TT will deliver the bid package to the Township Library so that the Township Library can coordinate and undertake the public bidding process. TT will address all pre-bid questions and RFI's. Upon receipt of the bids, TT will review all submitted bid documents, make any necessary investigations TT deems necessary to confirm the responsiveness of the bidders and make a recommendation for award to the Governing Body.

Contact Information for Chris Delaney, who prepared this proposal on behalf of TT:

Chris Delaney, PE, CEM, CBCP
Vice President of Thornton Tomasetti, Inc.
120 Broadway, New York, NY 10271
Telephone number – 973-747-6740
Fax number 917-661-8182
Email address – cdelaney@email.tt

II. THORNTON TOMASETTI'S CAPABILITIES AND SERVICES

TT works as an integrated firm in which expertise across all our offices and practices can be brought to bear on the evaluation, design, and construction of a project of any type, scale or complexity. TT is uniquely qualified to assist the team in achieving its goals.

III. SCOPE OF SERVICES

Our Scope of Services for this Project are summarized in Exhibit A.

IV. QUALIFICATION STATEMENT

TT is qualified to conduct the services needed to provide the proper solutions to meet Montclair's needs and more. The project lead, Chris Delaney, in addition to being a licensed professional engineer in New Jersey is also a certified energy manager and certified building commissioning professional.

Chris Delaney and TT have successfully completed commissioning services for CBS working with Jaime Rodriguez, design of infrastructure improvements of mechanical systems for Millstein Properties working with Charlie Viera and design of infrastructure improvements of mechanical systems at 790 Madison working Leo Shehu.

RE: THE TOWNSHIP OF MONTCLAIR, NJ
June 4, 2023

Page 3 of 14

TT is also currently working on a similar library drainage project at Gravesend Branch of New York Public Library, refer to the experience sections of our proposal for more information. TT is designing replacement of the below grade drainage systems of that building.

Please refer to example reports provided on the enclosed USB drive as a sample of TT's work quality.

V. FEES

A. Basic Fee

TT proposes to provide the Scope of Services for the lump sum fees of

Exhibit A MEP

Observation and condition assessment report- \$7,000

Bellevue 60% drawings -\$5,000

Bellevue 90% drawings-\$6,000

Bellevue 100% drawings-\$5,000

Construction Administration- \$12,000

TOTAL-\$35,000

Exhibit B Architectural

Site Observations-\$3,500

Observation and condition assessment report-\$4,000

TOTAL-\$7,500

**TOTAL FOR BELLEVUE AVENUE BRANCH SERVICES, EXHIBIT A AND B -
\$42,500**

B. Expenses

The following expenses are in addition to the Basic Fee and will be billed to the Client at our cost:

1. Travel expenses are included in the lump sum fee.
2. Deliverables and reviewed submittals will be transferred via electronic means whenever possible. Plotting and reproductions requests by Client may be billed as an expense.
3. Fees and expenses for securing approvals of governing authorities having jurisdiction over the Project.

C. Payment

TT will invoice the Client on a monthly cycle for fees and expenses. Payments will be due from the Client to TT within 30 days of the invoice date.

VI. ADDITIONAL PROVISIONS

Exhibit A- MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING SERVICES

Exhibit B – ARCHITECTURAL SERVICES

Exhibit C - Client and Owner Responsibility

Exhibit D – Additional Services

Exhibit E- Assumptions and Limitations

Exhibit F – Proposed Modifications to Proposed Agreement

RE: THE TOWNSHIP OF MONTCLAIR, NJ
June 4, 2023

VII. TERMS AND CONDITIONS

Thornton Tomasetti, Inc. Standard Conditions for Investigation and/or Design Services are attached hereto and made a part of this Proposal.

Upon authorization to proceed, unless notified otherwise in writing, we will provide our services under the terms of this Proposal.

Please refer to our exceptions.

We look forward to your favorable response and an opportunity to provide our services. Please call if you have any questions.

If the above meets with your agreement, kindly sign and return one copy of this letter agreement, keeping one for your records.

Very truly yours,

THORNTON TOMASETTI, INC.



Chris Delaney, P.E.
Vice President

ACCEPTED BY:

THE TOWNSHIP OF MONTCLAIR

BY: _____

DATE: _____

**EXHIBIT A
SCOPE OF MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION (MEP)
ENGINEERING SERVICES**

SCOPE OF WORK

BELLEVUE AVENUE BRANCH: PROFESSIONAL SERVICES TO ADDRESS
WATER INFLTRATION

Investigation Phase

- Study existing building documents and plans
- Survey building to determine possible cause/s of infiltration.

Recommendations and Report Phase

- Develop strategies for controlling stormwater and mitigating water infiltration.
- Prepare narratives, diagrams, and sketches for a construction cost estimate.
- Discuss proposed plans with State Historic Preservation Office

Design Documents Phase

- After plan is selected, complete engineering, equipment, drawing and specifications.
- Submit documents for review.
- Provide signed and sealed construction documents, including plans and specifications for permits, bidding, and construction (including electrical engineering).

The services will consist of:

DESIGN DEVELOPMENT PHASE

Approved Design – Based on the selected MEP scheme included in correspondence with the project management team and any adjustments authorized by the Owner in the program, schedule and construction budget, TT shall proceed into the Design Development Phase.

System Development – Continue the development of the selected MEP scheme.

Deliverables

Drawings – Prepare drawings corresponding to one MEP scheme for each portion of the Project. Identify typical duct and pipe sizes to the extent that allows general dimensional coordination. Include general notes and typical details that define construction parameters.

Include updated notes to the extent that allows for cost estimating to be performed by the Owner's cost estimating consultant, Construction Professionals or Client's Cost Consultant.

Specifications – Develop draft specifications for review by Design Team. Implement comments and provide edited specifications for the MEP scheme. Review Division 1, architectural and structural sections for MEP requirements.

Meetings – Participate in Project meetings and work sessions related to the structure.

CONSTRUCTION DOCUMENTS PHASE

Approved Design Development – Based on the approved Design Development Documents, TT shall proceed into the Construction Documents phase.

Deliverables

Drawings – Provide ductwork, piping, electrical, and plumbing drawings for use as Construction Documents, for bidding, and for other construction activities. Drawings will depict power to equipment.

Specifications – Provide specifications for use as Construction Documents, for bidding, and other construction activities.

Meetings – Participate in Project meetings and work sessions related to MEP.

Permitting – Provide signed and sealed drawings and assist in obtaining building permits for the MEP Construction Documents package. It is expected that the township will retain a filing representative or expeditor.

BIDDING OR NEGOTIATION PHASE

Bid reviews – Assist in evaluating construction bids or proposals.

Contractor questions – Respond to contractor inquiries related to MEP.

PERMITTING PHASE

Plan Submission – Construction drawings will be submitted to authorities having jurisdiction for plan review. Plans will be revised and resubmitted per comments from reviewer if required

Permitting forms – Filing forms prepared by others will be reviewed, signed and sealed where appropriate.

MEP CONSTRUCTION PHASE

Meetings – Participate in 4 construction meetings related to MEP.

RFI's and change orders – Respond to RFI's and properly prepared change orders in a timely fashion.

RE: THE TOWNSHIP OF MONTCLAIR, NJ
June 4, 2023

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Punch-list – Provide site observation report upon contractor’s substantial completion of work.

TOTAL PROJECT MEETING PARTICIPATION -Total meeting participation is expected not to exceed 6 meetings

**EXHIBIT B
SCOPE OF ARCHITECTURAL SERVICES**

The services will consist of:

**BELLEVUE AVENUE BRANCH: PROFESSIONAL SERVICES TO ADDRESS
WATER INFILTRATION**

Investigation Phase

- Observations of existing building documents and plans
- Observations of building to determine possible cause/s of infiltration
- observations of building to determine condition of roof and facade from the ground using binoculars if needed
- observations of water infiltration inside of the building to the extent made available

Recommendations and Report Phase

- Provide condition assessment of water infiltration issues and building deterioration
- Prepare narratives of recommendations for a construction cost estimate to address improvements to roof and façade.
- Provide written report of condition assessment and recommendations.

**EXHIBIT C
CLIENT [AND OWNER] RESPONSIBILITY**

To facilitate the seamless progression of the Project, TT's proposal is based on the assumption that the Client will be responsible for the following information:

1. The Client to retain a Cost Consultant to perform cost estimates at milestone dates agreed upon by the Design Team, Construction Manager and the Owner. The Client's cost estimate may be performed by the Construction Manager.
2. At the completion of each phase, the Owner to provide authorization to the Design Team to proceed to the next phase. Once this authorization is provided any revisions to previous work resulting from Owner changes or budgetary considerations will be treated as additional services.
3. The Client to provide reports, drawings and survey results of existing conditions. Provide all applicable available existing drawings, specifications, shop drawings, photographs, materials submittals and other building data.
4. The Client to advise TT at the time of the Project's commencement of the Owner's Project requirements and budget constraints.
5. The Client to provide copies of letters and memoranda pertaining to the work of the design and construction consultants, multi-discipline design drawings, specifications, and other data as necessary to perform our services.
6. The Owner to provide access to the Project to the extent required to perform our engineering services.
7. The Client to retain the services of a filing representative or expeditor as needed to prepare filing applications with the authorities having jurisdiction.

It is understood that TT has the right to rely on the accuracy and completeness of data and information furnished to TT.

EXHIBIT D ADDITIONAL SERVICES

While TT is capable of performing many of the following services, they are not included in the proposed Scope of Services and are not included in the Basic Fee. If requested, we would be pleased to provide separate proposals for these services.

1. Provision of architectural, mechanical, electrical, and plumbing engineering services outside the base scope of services outlined above.
2. It is understood that existing MEP equipment systems and equipment such as electrical service, heating and cooling systems, incoming water service and other building systems and equipment are existing to remain. Design of new building services and equipment is considered an additional service.
3. Structural, civil, acoustical, fire alarm, fire protection and or protective engineering services.
4. Providing design for anything not required by building code or special systems not specifically described in the RFP such as optional generator systems, pre-action sprinkler, data centers, optional energy conservation systems or other design beyond the MEP needed to support the space described in the RFP.
5. Addressing future facilities, systems, and equipment and tenant modifications that are not identified in the scope of work.
6. Addressing existing conditions at the Project site and the adjacent sites not identified to TT prior to this proposal.
7. Accommodating scope changes including, but not limited to, difference in the Project scope, area, cost, schedule, or delivery method, delegated design changes from performance criteria and design assumptions included in the Construction Documents, and revisions to architectural and/or structural components that affect the MEP system.
8. Indicating measurements of existing conditions on TT drawings.
9. Providing an as-built set of drawings.
10. Providing full-time observation of the MEP work or performing permitting inspections.
11. Performing site visits or attending site meetings beyond the number listed in the Scope of Service.

RE: THE TOWNSHIP OF MONTCLAIR, NJ
June 4, 2023

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12. Time and expenses related to serving as an expert witness or consultant in connection with any public or private hearing, arbitration, or legal proceeding.
13. Revisions to work that has already been completed.
14. Services provided either after the issuance of the final Certificate of Payment for construction or 60 days after the date of Substantial Completion of the work, whichever occurs first.
15. Services made necessary during the construction phase by the default of the Contractor or corrections required due to deficiencies in the work of the Contractor.
16. Participation in meetings, making design revisions, or preparation of formal calculations or other submissions with respect to value engineering, peer reviews, or project phasing considerations. Reviewing alternate design schemes proposed by others.
17. Provision of services required due to project changes, including, but not limited to, changes in scope, design, size, complexity, Client's/Owner's schedule, construction schedule, site access restrictions, value engineering, construction phasing, peer reviews, additional rounds of contractor bidding, unknown or hidden conditions, or the character of construction. Provision of services related to redesigns for reasons such as, but not limited to, hidden conditions, Client/Owner/Tenant driven changes, contractor errors or omissions.
18. Provision of additional engineering or architectural services to address previously hidden or unknown conditions that may be uncovered during the construction work.
19. Reviews of models or calculations prepared by others.
20. Development and submission of formal calculations (e.g., signed and sealed calculations) for any aspect of TT's work.
21. Prepare proposal requests from bidders; assist the Client in bidding the work and selecting a contractor for the work. This can include, at Client's request, evaluation of qualifications of potential bidders, evaluation of bids, interviewing the preferred bidders, making a contractor selection recommendation, attending an on-site pre-award conference, development of a bid manual and review of contractor payment requests.
22. If required, electrical service upgrades

**EXHIBIT E
ASSUMPTIONS AND LIMITATIONS**

- A. Original design drawings are assumed to be: available in hardcopy or electronic format, and will be provided to TT.
- B. It is understood that TT is not responsible for assuring that contractors elect to bid on the project or for assuring that acceptable bids are received.
- C. TT is not responsible for any schedule delays or costs resulting from delays in obtaining agency approvals.
- D. TT is designing electrical power for lighting. Specification and design of lighting systems including fixtures and controls are by others.
- E. Low voltage design for IT, AV and video shall be by others
- F. It is assumed that meetings will be held at the site
- G. It is assumed that connection to all base building services will be within the area of work.
- H. It is assumed that an adequate electrical power supply will be provided within the area of work.
- I. It is understood that drawings may be created electronically in AutoCAD (.dwg) format

Right to Stop Work: If payment is not received by TT on the due date listed on each invoice, and if such default continues for 20 days, TT may elect to stop work until all amounts owed are received.

EXHIBIT F

Thornton Tomasetti, Inc. 's Exceptions to the Specifications in connection with the Request for Qualification 23-Q06 Montclair Public Library ("RFQ")

Thornton Tomasetti, Inc. ("TT") submits the following preliminary proposed comments to the proposed Agreements in connection with the RFQ. TT reserves its rights, should it be awarded the project, to negotiate the terms and conditions of any final proposed agreements and documents after an opportunity to review such documents and after final agreement on the proposed scope of services to be performed.

- If chosen, TT reserves its right to negotiation a suitable limitation of liability so that TT's potential liability exposure is proportional to our scope of services and fee.
 - If awarded the project, TT requests inclusion of a mutual waiver of consequential damages.
 - RFQ Specification, Section 4 - TT typically does not provide indemnification obligations for alleged acts or acts not tied to its negligence as it creates insurability issues.
 - RFQ, Specification Section 6 – TT does not provide guarantees or warranties for its work, as such are uninsurable.
 - RFQ, Specification, Page 20 – To avoid an elevated standard of care, which is uninsurable, TT requests that the term "highest" be replaced with the term "reasonable" in connection with its services to be performed on the project.
 - TT recommends the inclusion of the following terms in its Agreement: *"TT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants."*
-



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Law Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-153:** Resolution authorizing the award of a professional services contract by non-fair and open to Decotiis, Fitzpatrick, Cole & Giblin LLP, as special counsel to the township of Montclair

ATTACHMENTS:

[Item 16 Resolution DeCotiis Awarded Non Fair and Open_.pdf](#)
[COF - DeCotiis.pdf](#)

R-23-153

TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT BY NON-FAIR AND OPEN TO DECOTIIS, FITZPATRICK, COLE & GIBLIN LLP, AS SPECIAL COUNSEL TO THE TOWNSHIP OF MONTCLAIR

June 13, 2023

WHEREAS, the Governing Body wishes to hire DeCotiis, FitzPatrick, Cole & Giblin as special counsel to the Township of Montclair; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-5, authorizes the Township to enter into contracts for professional services without public bidding; and

WHEREAS, this contract may be awarded as a non-fair and open contract in accordance with the requirements of N.J.S.A. 19:44A-20.5 et seq.; and

WHEREAS, the term of this contract shall be less than one (1) year, expiring on December 31, 2023; and

WHEREAS, the Chief Financial Officer has certified that funds for this contract in the amount of \$17,500.00 are available in account number 01-201-20-155-028; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township Montclair, in the County of Essex that authorizes the Mayor to execute a professional services contract, and attested by the Township Clerk, with DeCotiis, Fitzpatrick, Cole, & Giblin, LLP as special counsel to the Township of Montclair; and

BE IT FURTHER RESOLVED that the above documents shall be available for public inspection at the office of the Township Clerk during regular business hours; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official newspaper of the Township of Montclair.



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 THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

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

ACCOUNT NUMBER (S)

NAME AND ADDRESS OF COMPANY

Padmaja Rao

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

Date: _____



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY: Law Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-154:** Resolution authorizing the award of a professional service contract to Government Strategy Group (RFQ – 23 – Q01) for a period of one year

ATTACHMENTS:

[Item 17 Resolution - General MNGT and Personnel Services 2023-KA \(002\).pdf](#)
[COFs - GSG.pdf](#)

R-23-154
TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT TO GOVERNMENT STRATEGY GROUP (RFQ – 23 – Q01) FOR A PERIOD OF ONE YEAR

June 13, 2023

WHEREAS, the Township of Montclair has a need to retain a professional services provider who is an expert in the management and operations of New Jersey's different forms of municipal government, specifically the Council-Manager form of municipal government, and

WHEREAS, on January 11, 2023 the Township issued Request for Qualifications (RFQ – 23 – Q01) to pre-qualify vendors for General Management and Personnel Services and, in response to the RFQ, the Township received the following two (2) proposals; and

1. Government Strategy Group, Shrewsbury, NJ 07702
2. DeCotiis, Fitzpatrick, Cole & Giblin, LLP, Paramus, NJ 07652

WHEREAS, the Township Council evaluated the proposals and determined that Government Strategy Group is the most qualified vendor to provide effective and efficient services based on the published criteria; and

WHEREAS, pursuant to N.J.S.A 19:44A – 20.4 et seq. this contract is being awarded under the fair and open process; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the various account numbers as listed in the attached Certification of Funds, to cover the cost of this contract for the period of June 15, 2023 through December 15, 2023;

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 Government Strategy Group for a period of June 15, 2023 through December 15, 2023 based upon the terms and conditions set forth therein, subject to final approval by the Township Attorney; and as described herein; and

BE IT FURTHER RESOLVED that the total amount of this Agreement shall not exceed \$50,000.00 subject to the appropriation of sufficient funds in the year 2023 adopted municipal budget.



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 THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT General Management/Personnel Services

TOTAL AMOUNT OF CONTRACT SUBJECT TO APPROPRIATIONS IN BUDGET \$ 25,000.00

ACCOUNT NUMBER (S)	<i>CF</i>	<u>01-201-20-100-028</u>	<u>\$ 10,000</u>
	<i>water</i>	<u>06-201-55-501-028</u>	<u>\$ 5,000</u>
	<i>Sewer</i>	<u>22-201-55-501-028</u>	<u>\$ 5,000</u>
	<i>parking</i>	<u>09-201-55-501-028</u>	<u>\$ 5,000</u>

NAME AND ADDRESS OF COMPANY Government Strategy Group
1028 Broad St. Suite 28
Shrewsbury, NJ 07702

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

Date: 6/8/23



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 General Management/Personnel Services

TOTAL AMOUNT OF CONTRACT SUBJECT TO APPROPRIATIONS IN BUDGET \$ 25,000.00 *Pending Budget Transfers in November 2023.*

ACCOUNT NUMBER (S) 01-201-20-100-028

NAME AND ADDRESS OF COMPANY Government Strategy Group
1028 Broad St. Suite 28
Shrewsbury, NJ 07702

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

Date: 6/8/23



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY:

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-23-156:** Resolution awarding a contract to New Jersey Fire Equipment Co. for the provision of fire fighting ensemble for the Montclair Fire Department in accordance with NJ State Contract 17-Fleet-00811

ATTACHMENTS:

[Item 19 Resolution - NJ Fire Equipment - NJ State Contract \(002\).pdf](#)
[Cert. of Funds Turnout Gear \(Signed\).pdf](#)

R-23-156

TOWNSHIP OF MONTCLAIR

**RESOLUTION AWARDING A CONTRACT TO NEW JERSEY FIRE EQUIPMENT CO.
FOR THE PROVISION OF FIRE FIGHTING ENSEMBLE FOR THE MONTCLAIR
FIRE DEPARTMENT IN ACCORDANCE WITH NJ STATE CONTRACT 17-FLEET-
00811**

May 23, 2023

WHEREAS, N.J.S.A. 40A:11-12 permits municipalities to award public contracts without public bidding when the vendor is an approved vendor of the State of New Jersey Cooperative Purchasing Program; and,

WHEREAS, the Township Fire Department determined it has a need to purchase firefighting ensemble; and

WHEREAS, the Township wishes to award a contract to New Jersey Fire Equipment Co., 119-131 Route 22 East, Green Brook, NJ 088125, pursuant to Quotation no. 20566, dated May 9, 2023 and their New Jersey State Cooperative Purchasing Contract #17-FLEET-00811; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account numbers 01-213-23-265-009 and 03-270-56-024-003 in the amount of \$94,525.20 to cover the cost of goods and services; and

NOW THEREFORE BE IT RESOLVED, that the Council of the Township of Montclair, in the County of Essex, hereby authorizes execution of an agreement, voucher, and/or purchase order for the above-mentioned goods and services, with New Jersey Fire Equipment Co., pending approval from the Chief Financial Officer.



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 THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

TOTAL AMOUNT OF CONTRACT SUBJECT TO APPROPRIATIONS IN BUDGET

ACCOUNT NUMBER (S)

NAME AND ADDRESS OF COMPANY

Padmaja Rao

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

Date: _____



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: June 13, 2023

SUBMITTED BY:

ITEM TYPE: Resolution

AGENDA SECTION: **EXECUTIVE SESSION**

SUBJECT: **Resolution R-23-157:** Resolution authorizing executive session without the public being permitted to attend in accordance with N.J.S.A 10:4-12(b)

ATTACHMENTS:

[00 Executive Session Resolution 6.13.23.pdf](#)

R-23-157
TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING EXECUTIVE SESSION WITHOUT THE PUBLIC BEING PERMITTED TO ATTEND IN ACCORDANCE WITH N.J.S.A 10:4-12(b)

Date: June 13, 2023

WHEREAS, while the Sen. Byron M. Baer Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.) requires all meetings of the Montclair Township Council to be held in public, N.J.S.A. 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session," i.e. without the public being permitted to attend, and

WHEREAS, the Council of the Township of Montclair has determined that issues permitted by N.J.S.A. 10:4-12(b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on **June 13, 2023**, at **7:00** P.M, and

WHEREAS, the nine (9) exceptions to public meetings set forth in N.J.S.A. 10:4-12(b) are listed below, and next to each exception is a box within which **the number** of issues to be privately discussed that fall within that exception shall be written, and after each exception is a space where additional information that will disclose as much information about the discussion as possible without undermining the purpose of the exception shall be written.

[] **“(1) Any matter which, by express provision of Federal law, State statute or rule of court shall be rendered confidential or excluded from public discussion.”** The legal citation to the provision(s) at issue is: _____ and the nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____
_____;

[] **“(2) Any matter in which the release of information would impair a right to receive funds from the federal government.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____
_____;

[] **“(3) Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____
_____;

[] **“(4) Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body”** The collective bargaining contract(s) discussed are between the Township and _____
_____;

[] **“(5) Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____
_____;

[] **“(6) Any tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____
_____;

[2] **“(7) Any pending or anticipated litigation or contract negotiation in which the public body is a party or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.”** The parties to and docket numbers of each item of litigation and/or the parties to each contract discussed are Rao v. Twp of Montclair (Dkt # Esx-L- 6129-22); Lee v Twp of Montclair (Dkt # Esx-L-6438-22) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality is attorney/client confidential briefing by Twp Attorney regarding pending litigation;

[1] **“(8) Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.”** Subject to the balancing of the public's interest and the employee's privacy rights under South Jersey Publishing Co. v. New Jersey Expressway Authority, 124 N.J. 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are personnel: appointments to Vision Zero Task Force;

[] **“(9) Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

WHEREAS, the length of the Executive Session is estimated to be **30** minutes after which the public meeting of the Township Council shall:

- reconvene and immediately adjourn; or
- reconvene and proceed with business.

NOW THEREFORE BE IT RESOLVED, that the Council of the Township of Montclair, in the County of Essex, will go into Executive Session for **only** the above stated reasons; and

BE IT FURTHER RESOLVED that the Township Council hereby declares that its discussion of the aforementioned subject(s) will be made public at a time when the public's interest in disclosure is greater than any privacy or governmental interest being protected from disclosure. For each of the above items, the estimated date by which such disclosure can be made and/or the occurrence that needs to take place before disclosure can be made are listed below:

Unknown for all.