

Revised: March 30, 2021

**TOWNSHIP OF CRANFORD  
SUNSHINE NOTICE  
TOWNSHIP COMMITTEE MEETING  
March 30, 2021**

Due to the ongoing public health emergency, and the Governor's Executive Orders related to the same, the Township Committee of the Township of Cranford will conduct the March 30<sup>th</sup> Official Meeting remotely and by electronic means.

In accordance with N.J.S.A. 10:4-6 (the "Open Public Meetings Act") and consistent with the Department of Community Affairs, Division of Local Government Services guidelines, the Township Committee Meeting will be open to the public by electronic means. Residents can view the meetings on TV-35, YouTube CranfordTV35 and via livestream on [TV-35's Facebook Page](#).

Members of the public who wish to participate in the virtual meeting for purposes of making a public comment or to participate in any scheduled public hearing can access the videoconference at <https://meet.google.com/rkv-qdpj-nty>, or by telephone at 213-634-2478, with the access code: 367524470#

Members of the public may submit written comments in advance of a meeting, which will be read during the public portion of the meeting. Written public comments submitted prior to the meeting must identify the name and address of the commenter. No anonymous comments will be accepted. Written comments may be submitted via e-mail with the subject line "Public Comment-Township of Cranford Township Committee- Meeting Date of \_\_\_\_\_" to the Clerk of the Township Committee, Patricia Donahue at [clerk@cranfordnj.org](mailto:clerk@cranfordnj.org) or by mail addressed to: Patricia Donahue, Municipal Clerk, Township of Cranford, 8 Springfield Avenue, Cranford, NJ 07016. E-mailed comments must be received at least eight (8) hours prior to the meeting. Mailed comments must be received by 12:00 p.m. the day before the meeting.

Revised: March 30, 2021

**TOWNSHIP COMMITTEE  
CRANFORD, NEW JERSEY  
OFFICIAL MEETING AGENDA  
March 30, 2021  
8:00 PM**

THIS MEETING IS IN COMPLIANCE WITH THE "OPEN PUBLIC MEETINGS ACT" AS ADEQUATE NOTICE OF THIS MEETING HAS BEEN PROVIDED BY E-MAILING THE ANNUAL SCHEDULE OF MEETINGS TO THE WESTFIELD LEADER, THE UNION COUNTY LOCAL SOURCE, THE STAR LEDGER, AND TAP INTO CRANFORD, BY POSTING SUCH ANNUAL MEETING SCHEDULE ON A BULLETIN BOARD IN THE TOWN HALL RESERVED FOR SUCH ANNOUNCEMENTS AND THE FILING OF SAID NOTICE WITH THE TOWNSHIP CLERK OF CRANFORD. FORMAL ACTION WILL BE TAKEN AT THIS MEETING.

**ROLL CALL**

MAYOR KATHLEEN MILLER PRUNTY  
DEPUTY MAYOR BRIAN ANDREWS  
COMMISSIONER JASON GAREIS  
COMMISSIONER THOMAS H. HANNEN, JR.  
COMMISSIONER MARY O'CONNOR

**INVOCATION**

**FLAG SALUTE**

**MINUTE APPROVAL**

Conference and Official Meetings of March 9, 2021

**PAYMENT OF BILLS**

**MAYORAL REMARKS**

**Mayoral Appointments to the Environmental Commission**

Ann Darby, Ron Margulis and Christian Wurzberger as Associate Members for a one (1) year term ending December 31, 2021

**INFORMAL MEETING**

*(This portion of the meeting provides for public comment on any items on the agenda that do not have their own public hearing. This includes ordinances to be introduced and resolutions.)*

**ORDINANCES – Introduction**

1. Ordinance No. 2021-07: AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 255, ARTICLE V, USE REGULATIONS FOR THE NEIGHBORHOOD COMMERCIAL ZONE

**ORDINANCES – Adoption and Public Hearing**

2. Ordinance No. 2021-01: AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 6, ARTICLE XLIII, TO ESTABLISH AN ANTI-NEPOTISM POLICY
3. Ordinance No. 2021-03: AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 255 LAND DEVELOPMENT, TO CREATE AFFORDABLE HOUSING OVERLAY DISTRICTS
4. Ordinance No. 2021-04: AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 255 LAND DEVELOPMENT, SECTION 255-68 MANDATORY AFFORDABLE HOUSING SET-ASIDE REQUIREMENTS
5. Ordinance No. 2021-05: AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER A503, POLICE DEPARTMENT RULES AND REGULATIONS
6. Ordinance No. 2021-06: AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 374 AND TO CREATE CHAPTER 375, PERTAINING TO STORM WATER MANAGEMENT

**RESOLUTIONS – By Consent Agenda (Items 7 through 14, 16, 18 through 22, and 24 through 25)**

7. Resolution No. 2021-156: Authorizing a salary increase for Janet Spricigo, Records Clerk, within the Cranford Police Department
8. Resolution No. 2021-157: Authorizing Tax Refunds
9. Resolution No. 2021-158: Authorizing Lien Redemptions
10. Resolution No. 2021-159: Authorizing the closure of Alden Street, between North Union Avenue and Miln Street, in connection with the Woman’s Club “Sip ‘n Shop” event on Friday, May 7<sup>th</sup>, and the consumption of alcohol by the public at such event, consistent with all applicable State laws and regulations
11. Resolution No. 2021-160: Authorizing the utilization of the Three (3)-year Average Method in computing certain revenues in the 2021 Swim Pool Utility Budget
12. Resolution No. 2021-161: Authorizing the Township Clerk to advertise for the receipt of bids for 2021 Concession rights for the Orange Avenue Pool
13. Resolution No. 2021-162: Authorizing a one (1) year extension of the contract awarded to Circelli Construction, Inc. for concession rights for the Cranford Canoe Club

Revised: March 30, 2021

14. Resolution No. 2021-163: Designating Stevens & Lee, P.C. as experts to be engaged for General Litigation legal services
15. Resolution No. 2021-164: **Moved to Roll Call Vote (See below)**
16. Resolution No. 2021-165: Authorizing the appointment of John Reyes as an intern in the Engineering Department, retroactive to March 17, 2021
17. Resolution No. 2021-166: **REMOVED FROM AGENDA**
18. Resolution No. 2021-167: Appointments to the subcommittee of the River Maintenance Committee, specifically the Rahway River Heritage Trail Group
19. Resolution No. 2021-168: Authorizing the appointment of William McClave as Assistant Superintendent of Public Works
20. Resolution No. 2021-169: Authorizing Contract Change Orders No. 1 and No. 2 for the New Jersey Department of Transportation 2020 Retford Avenue Improvements Project
21. Resolution No. 2021-170: Authorizing a professional services contract for planning services to Topology NJ, LLC in connection with the preparation of a Redevelopment Plan for specific properties designated as an area in need of rehabilitation and known as 201 Walnut Avenue, Block 484, Lot 19.01; 100-126 South Avenue, Block 478, Lots 1.01, 1.02, 2, 3, 4, and 5; 32 High Street, Block 478, Lot 6; and 2 Chestnut Street, Block 483, Lot 18
22. Resolution No. 2021-171: Permitting the 150<sup>th</sup> Anniversary Board to post signs on municipal property in connection with Cranford's 150<sup>th</sup> Anniversary Celebration
23. Resolution No. 2021-172: **REMOVED FROM AGENDA**
24. Resolution No. 2021-173: Approving the Affordable Housing Spending Plan for the Township of Cranford
25. Resolution No. 2021-174: Authorizing the appropriation of funds or bonds in the event of a shortfall in funding for the Township's Spending Plan (Housing Element and Fair Share Plan)

Revised: March 30, 2021

**RESOLUTIONS – by Roll Call Vote**

26. Resolution No. 2021-175: Combining several Authorizations of Bonds into a Single Issue and Prescribing the Details and Bond Form Thereof for \$9,700,000 General Improvement Bonds dated May 1, 2021
27. Resolution No. 2021-176: Authorizing the publication, printing and distribution of a notice of sale and the publication of a summary notice of sale and prescribing the forms thereof for \$9,700,000 General Improvement Bonds, dated May 1, 2021
28. Resolution No. 2021-164: Designating certain properties on South Avenue and Chestnut Street as an area in need of rehabilitation

**PUBLIC COMMENTS**

Pursuant to the Code of the Township of Cranford, Article I, Section 32-4, persons addressing the Township Committee shall be allowed a maximum of five (5) minutes for their presentations.

**PROFESSIONAL COMMENTS**

**COMMISSIONER COMMENTS**

**ADJOURNMENT**

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**ORDINANCE NO. 2021-07**

**AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD,  
CHAPTER 255, ARTICLE V, USE REGULATIONS FOR THE NEIGHBORHOOD  
COMMERCIAL ZONE**

WHEREAS, the Township of Cranford has established Chapter 255 of the Township Code as its Land Development Ordinance guiding the type and means of development;

WHEREAS, Chapter 255, Article V establishes the zoning requirements for the Township including subsection 255-36 – Use Regulations, defining principal permitted, conditional, and non-permitted uses throughout the Township by zoning district;

WHEREAS, the Township’s Use Regulations are meant to ensure compatible development and establishment of commercial businesses where appropriate;

WHEREAS, the Township’s professional staff continually reviews existing regulations for inconsistencies and conflicts so as to improve the Township’s practice of effective land use regulation;

WHEREAS, it has been identified that the Township’s Neighborhood Commercial (NC) district has notable compatible uses that are not currently permitted as-of-right within the district;

WHEREAS, it is in the best interest of the municipality and its residents to make it possible for a greater variety of compatible businesses in the Neighborhood Commercial District;

**NOW, THEREFORE, BE IT ORDAINED** that the Township Committee of the Township of Cranford hereby amends §255-36C to include bakeries, coffee shops, delicatessens, and florists, all of which are uses currently defined in the Zoning Ordinance, as Principal Permitted Uses in the Neighborhood Commercial District, as follows:

**SECTION 1.** Chapter 255, Article V, Section 36 is hereby amended as follows:

**§ 255-36 Use regulations.**

The use regulations applicable to each zone district within the Township of Cranford are as follows. (Note that "PPU" is permitted principal use; "CU" is conditional use.)

A. Residential districts.

C. Office districts.

(1) Principal permitted and conditional uses.

| <b>Uses</b>  | <b>O-1</b>             | <b>O-2</b> | <b>ORC<sup>1</sup></b> | <b>NC</b>  |
|--|------------------------|------------|------------------------|------------|
| Artist and artisan studios and workshops   | --                     | --         | PPU                    | PPU        |
| <u>Bakeries</u>  | --                     | --         | --                     | <u>PPU</u> |
| Banks and financial institutions   | --                     | CU         | CU                     | CU         |
| Beauty and barber shops  | --                     | --         | --                     | PPU        |
| Business and administrative offices  | PPU                    | PPU        | PPU                    | CU         |
| Child-care centers   | Permitted in all zones |            |                        |            |
| <u>Coffee shops</u>  | --                     | --         | --                     | <u>PPU</u> |
| Convenience stores   | --                     | --         | --                     | PPU        |
| Data processing and computer firms   | PPU                    | PPU        | PPU                    | --         |
| <u>Delicatessens</u>   | --                     | --         | --                     | <u>PPU</u> |
| Essential services   | PPU                    | PPU        | PPU                    | PPU        |
| Existing one- and two-family residential dwellings as of 2014 subject to the R-5Zone standards | --                     | --         | PPU                    | PPU        |
| <u>Florists</u>  | --                     | --         | --                     | <u>PPU</u> |
| Funeral homes  | --                     | PPU        | PPU                    | --         |
| Gasoline service stations  | --                     | --         | --                     | CU         |
| Institutional and public uses  | CU                     | CU         | CU                     | CU         |

**EXPLANATION – Matter struck through ~~thus~~ in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.**

|   |     |     |     |     |
|---|-----|-----|-----|-----|
| Nursing homes, long-term care facilities and rehabilitation centers | PPU | --  | --  | --  |
| Pharmacies  | --  | --  | --  | PPU |
| Physical fitness studios, gyms, yoga and martial arts instruction   | --  | --  | --  | PPU |
| Professional offices in dwellings                                   | CU  | CU  | PPU | PPU |
| Research laboratories   | PPU | PPU | --  | --  |
| Residential uses  | --  | --  | CU  | CU  |
| Restaurants   | --  | --  | --  | PPU |
| Tax return services   | --  | --  | --  | PPU |
| Veterinarian office   | --  | PPU | --  | PPU |

Notes:

- 1 Development in the ORC District is subject to supplemental use regulations found in § 255-37J.

(2) Accessory uses.

**SECTION 2.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION 3.** Upon final passage and publication according to law, this ordinance shall become effective immediately.

Introduced:  
 Adopted:  
 Approved:

~~NOT YET APPROVED~~

\_\_\_\_\_  
 Kathleen Miller Prunty  
 Chairman, Township Committee

Attest:

\_\_\_\_\_  
 Patricia Donahue, RMC  
 Municipal Clerk

Recorded Vote

Introduced

Adopted

**EXPLANATION –** Matter struck through ~~thus~~ in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.



## TOWNSHIP OF CRANFORD

Planning Board

8 Springfield Avenue - Cranford, NJ 07016

Phone: (908) 709-7211 | Fax: (908) 276-7664

Kathy Lenahan | Land Use Administrator / Board Secretary

E-Mail: [K-Lenahan@CranfordNJ.org](mailto:K-Lenahan@CranfordNJ.org)

### Via Interoffice Mail and Email

To: Patricia Donahue  
Township Clerk

From: Kathy Lenahan  
Land Use Administrator

Date: March 18, 2021

Re: Referral for Master Plan Consistency Review of Township Ordinance No. 2021-03 -  
To Create Affordable Overlay Districts

---

The Planning Board at its regularly scheduled meeting on March 17, 2021, reviewed Township Ordinance No. 2021-03 in accordance with N.J.S.A. 40:55D-26a and determined that the ordinance is not inconsistent with the Master Plan and recommended that the ordinance be adopted.

### Via Email:

Cc: Jonathan Drill, Esq. Planning Board Attorney  
Kathleen Murray, Planning Board Chairwoman  
Jason Bottcher, Zoning Officer  
Ryan Cooper, Esq.



TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY

ORDINANCE NO. 2021-01

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD,  
CHAPTER 6, ARTICLE XLIII, TO ESTABLISH AN ANTI-NEPOTISM POLICY

**WHEREAS**, in order to maintain confidence in Township government, it is imperative that residents can be assured that Township employment is free from nepotism, patronage, and favoritism; and

**WHEREAS**, it is imperative that Township employment be based on merit, so that residents are assured that Township employees will be providing the highest quality service to those deserving residents; and

**WHEREAS**, the Township Committee of the Township of Cranford recognizes the need to amend Chapter 5 of the Township Code of Cranford to include a nepotism policy; and

**NOW THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Cranford, County of Union, State of New Jersey as follows:

**SECTION 1.** Chapter 6, Article XLIV is hereby added to the Township Code and shall read as follows:

**ARTICLE XLIV: ANTI-NEPOTISM**

**§ 6-178 Definitions.** As used in this policy, the following terms shall have the meanings indicated:

(1) **“Appointed Official”** means any person whether compensated or not, whether part-time or full-time (1) serving on a Township Planning Board or Zoning Board of Adjustment; or (2) who is appointed by the Township as a member of an independent municipal, county or regional authority.

(2) **“Elected Official”** shall mean the elected members of the Township.

(3) **“Family member or relative”** shall mean a spouse; child; parent; sibling; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act; a person with whom there is a relationship as a legal guardian or *in loco parentis*.

**§ 6-179 Hiring and Supervision of Employees.**

(1) No person who is a family member or relative of any Elected Official or the Township Administrator shall be considered for employment as an employee of the Township or for appointment as an Appointed Official. This applies to full-time, part-time, temporary and seasonal employment. This shall not restrict nor prohibit (i.) the continued employment of individuals to a position or positions with the Township where a relative of a permanent employee is elected after the date of the permanent employee’s start date of employment with the Township; (ii.) the continued employment of individuals employed as of the effective date of this ordinance; or (iii.) the appointment of a family member or relative to a board or committee which performs functions of a purely advisory nature.

(2) No municipal employee shall be in a position that provides direct supervision over any family member or relative of that employee.

**EXPLANATION –** Matter struck through ~~thus~~ in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

(3) One of the purposes of this policy is to assure that the hiring, promotion, responsibilities, oath, obligations to the public, salary, work assignments, performance, appraisals, evaluations or career progress of a person is not affected by that individual's status as a family member or relative of an Elected Official or employee of the Township. These policies are not for the purpose of depriving any citizen of an equal chance for a government job, but solely to eliminate the potential for preferential treatment of the relatives of government personnel or Elected Officials. These policies will not deprive any permanent employee as of the effective date of this ordinance of any promotional right in the normal career development nor change the existing status of any permanent employee. Nothing within this policy shall interfere with a person's right to marry.

(4) The Township reserves the right to exercise, in its sole discretion, with respect to placement, employment, transfer, reassignment or continued employment, where either an actual or perceived conflict of interest exists or will reasonably arise as well as to avoid or decrease the likelihood of sexual or other unlawful harassment in the workplace.

**§ 6-180 Promotion of Existing Employees.** No Elected Official or supervisor may participate in the promotion process, or any other personnel decision, of any existing municipal employee who is a family member or relative of such Elected Official or supervisor.

**§ 6-181 Appointments.** No family member or relative of an Elected Official or Appointed Official shall be appointed to the position of any municipal professional who receives compensation, e.g., attorney, planner or engineer.

**SECTION 2.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION 3.** Upon final passage and publication according to law, this ordinance shall become effective immediately.

Introduced:

Adopted:

Approved:

**NOT YET APPROVED**

Kathleen Miller Prunty  
Mayor

Attest:

\_\_\_\_\_  
Patricia Donahue, RMC  
Municipal Clerk

Recorded Vote

Introduced

Adopted

TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY

ORDINANCE NO. 2021-03

AN ORDINANCE TO AMEND THE CODE OF THE  
TOWNSHIP OF CRANFORD, CHAPTER 255 LAND DEVELOPMENT,  
TO CREATE AFFORDABLE HOUSING OVERLAY DISTRICTS

WHEREAS, in December 2018, the Township of Cranford adopted a Housing Element and Fair Share Plan, including a Master Plan Housing Element and Fair Share Plan to address the Township's Third Round Affordable Housing Obligations; and

WHEREAS, in December 2018, the Township filed a declaratory judgment action, captioned *In re Application of Township of Cranford*, No. UNN-L-3976-18, seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Fair Share Housing Center ("FSHC") and the Township agreed to compromise certain positions regarding the Fair Share Plan such that each party agreed the Fair Share plan satisfies Cranford's "fair share" of the regional need for low and moderate income housing subject to certain amendments to the Fair Share Plan; and

WHEREAS, Cranford had previously proposed affordable housing overlays for its Downtown and adjacent districts, which it now desires to amend to further the purposes of the Fair Share Plan.

NOW, THEREFORE, be it ordained by the Township Committee of the Township of Cranford, Union County, State of New Jersey, as follows:

SECTION 1. Chapter 255, Article V. Zoning, Section 33 A. is hereby amended as follows:

§ 255-33 Zone districts.

A. Designation of zoning districts. For the purpose of this article, the Township of Cranford is hereby divided into districts or zones, to be designated as follows:

|        |  |
|--------|--|
| R-1    | One-Family Detached Residence District                                     |
| R-2    | One-Family Detached Residence District                                     |
| R-3    | One-Family Detached Residence District                                     |
| R-4    | One-Family Detached Residence District                                     |
| R-5    | One- and Two-Family Residence District                                     |
| R-6    | Townhouse Residence District   |
| R-7    | Garden Apartment Residence District  |
| R-8    | Apartment Residence District   |
| R-SC-1 | Senior Citizen Apartment Residence District                                |
| IMR    | Inclusionary Multifamily Residence District                                |
| D-C    | Downtown Core District & <u>Downtown Core Overlay District</u>             |
| D-B    | Downtown Business District & <u>Downtown Business Overlay District</u>     |
| D-T    | Downtown Transition District & <u>Downtown Transition Overlay District</u> |
| VC     | Village Commercial District  |
| NC     | Neighborhood Commercial District   |
| O-1    | Low-Density Office Building District                                       |
| O-2    | Medium-Density Office Building District                                    |
| ORC    | Office Residential Character District                                      |
| C-1    | Commercial - 1 District  |
| C-2    | Commercial - 2 District  |
| C-3    | Commercial - 3 District  |
| E-1    | Education District   |
| P-1    | Public Use District  |
| R-CC   | Cranford Crossing Redevelopment District                                   |
| R-WG   | Western Gateway Rehabilitation District                                    |

|           |                                       |
|-----------|---------------------------------------|
| R-R       | Riverfront Redevelopment District     |
| R-ARR     | Age-Restricted Redevelopment District |
| FO        | Floodplain Overlay District           |
| <u>PO</u> | <u>Park Street Overlay District</u>   |

**SECTION 2.** Chapter 255, Article V. Zoning, Section 36 B. is hereby amended as follows:

§ 255-36 Use regulations.

The use regulations applicable to each zone district within the Township of Cranford are as follows. (Note that "PPU" is permitted principal use; "CU" is conditional use.)

B. Business districts.

(1) Principal permitted and conditional uses.

| Uses   | Districts Where Permitted |     |     |     |
|--|---------------------------|-----|-----|-----|
|  | D-C                       | D-B | D-T | VC  |
| Advertising agencies and website design companies            | CU                        | CU  | PPU | CU  |
| Antique stores   | PPU                       | PPU | PPU | PPU |
| Apparel and accessory stores                                 | PPU                       | PPU | PPU | PPU |
| Apparel embroidery and printing stores                       | PPU                       | PPU | PPU | PPU |
| Appliance and electronic service, supply and repair shops    | CU                        | CU  | PPU | CU  |
| Art galleries  | PPU                       | PPU | PPU | PPU |
| Artist and artisan studios and workshops                     | PPU                       | PPU | PPU | PPU |
| Bakeries   | PPU                       | PPU | PPU | PPU |
| Banks and financial institutions                             | CU                        | PPU | PPU | PPU |
| Banks and financial institutions with drive-through services | —                         | CU  | CU  | —   |
| Bars and taverns   | PPU                       | PPU | —   | —   |
| Beauty and barber shops                                      | PPU                       | PPU | PPU | PPU |
| Bed-and-breakfast hotel                                      | CU                        | CU  | —   | CU  |
| Bicycle repair and sales shops                               | PPU                       | PPU | PPU | PPU |
| Building supply, garden and hardware stores                  | PPU                       | PPU | PPU | PPU |
| Camera and photo supply stores                               | PPU                       | PPU | PPU | PPU |
| Candy stores   | PPU                       | PPU | PPU | PPU |
| Child-care centers   | PPU                       | PPU | PPU | PPU |
| Coffee shops   | PPU                       | PPU | PPU | PPU |
| Convenience stores   | CU                        | CU  | CU  | CU  |
| Cooking schools  | PPU                       | PPU | PPU | PPU |
| Dance and theatrical studios                                 | PPU                       | PPU | PPU | PPU |
| Delicatessens  | PPU                       | PPU | PPU | PPU |
| Educational services   | PPU                       | PPU | PPU | PPU |
| Essential services   | PPU                       | PPU | PPU | PPU |
| Eyeglass sales and repair                                    | PPU                       | PPU | PPU | PPU |
| Florists   | PPU                       | PPU | PPU | PPU |
| Fruit and vegetable stores                                   | PPU                       | PPU | PPU | PPU |
| Funeral homes  | —                         | CU  | CU  | CU  |
| Furniture stores   | —                         | PPU | PPU | —   |
| Gasoline service stations                                    | —                         | CU  | CU  | —   |
| Gift, card and novelty shops                                 | PPU                       | PPU | PPU | PPU |
| Grocery stores   | PPU                       | PPU | PPU | PPU |
| Hobby and game shops   | PPU                       | PPU | PPU | PPU |
| Home furnishing stores                                       | PPU                       | PPU | PPU | PPU |

**EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.**

|   |             |             |             |     |
|---|-------------|-------------|-------------|-----|
| Household appliance sales   | —           | PPU         | PPU         | —   |
| Hotels  | CU          | CU          | —           | —   |
| Institutional and public uses                                     | CU          | CU          | CU          | CU  |
| Insurance agents and brokers                                      | CU          | CU          | PPU         | CU  |
| Jewelry stores  | PPU         | PPU         | PPU         | PPU |
| Laundry and dry-cleaning services                                 | PPU         | PPU         | PPU         | PPU |
| Liquor and package goods stores                                   | PPU         | PPU         | PPU         | PPU |
| Luggage and leather goods stores                                  | PPU         | PPU         | PPU         | PPU |
| Museums and art galleries   | PPU         | PPU         | PPU         | PPU |
| Musical instrument sales, rentals and repair shops                | PPU         | PPU         | PPU         | PPU |
| New and used bookstores   | PPU         | PPU         | PPU         | PPU |
| New and used vehicle sales dealers                                | —           | CU          | —           | —   |
| Offices (professional, business, administrative)                  | CU          | CU          | PPU         | PPU |
| Office, professional in dwellings                                 | —           | CU          | PPU         | PPU |
| Office supply and support stores                                  | PPU         | PPU         | PPU         | PPU |
| Paint and wallpaper stores  | PPU         | PPU         | PPU         | PPU |
| Party goods stores  | PPU         | PPU         | PPU         | PPU |
| Performing arts studios   | CU          | CU          | PPU         | —   |
| Pet groomers, supply and purchase stores                          | PPU         | PPU         | PPU         | PPU |
| Pharmacies  | PPU         | PPU         | PPU         | PPU |
| Photography studios   | PPU         | PPU         | PPU         | PPU |
| Physical fitness studios, gyms, yoga and martial arts instruction | PPU         | PPU         | PPU         | PPU |
| Picture framing   | PPU         | PPU         | PPU         | PPU |
| Printing and publishing services                                  | CU          | CU          | PPU         | CU  |
| Public and private garages (structured parking)                   | CU          | CU          | PPU         | —   |
| Religious goods stores  | PPU         | PPU         | PPU         | PPU |
| Residential apartments  | CU          | CU          | CU          | CU  |
|   | <u>PPU*</u> | <u>PPU*</u> | <u>PPU*</u> |     |
| Restaurant  | PPU         | PPU         | —           | PPU |
| Secondhand and consignment stores                                 | PPU         | PPU         | PPU         | PPU |
| Security brokers  | CU          | CU          | PPU         | CU  |
| Shoe and luggage repair   | PPU         | PPU         | PPU         | PPU |
| Sidewalk cafes  | PPU         | PPU         | PPU         | PPU |
| Social service agencies   | CU          | CU          | CU          | —   |
| Spa, nail and hair salons   | PPU         | PPU         | PPU         | PPU |
| Sporting goods stores   | PPU         | PPU         | PPU         | PPU |
| Stationary stores   | PPU         | PPU         | PPU         | PPU |
| Tax return preparation service                                    | CU          | CU          | PPU         | —   |
| Theaters  | CU          | PPU         | —           | CU  |
| Trophy shops  | PPU         | PPU         | PPU         | PPU |
| Veterinarian office   | CU          | CU          | CU          | —   |
| Watch and clock repair  | PPU         | PPU         | PPU         | PPU |
| Web-based retailers   | —           | —           | PPU         | —   |

\* in corresponding Overlay District.

EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

SECTION 3. Chapter 255, Article V, Zoning, Section 36 is hereby amended to add a new Subsection H. as follows:

**H. Downtown Core Overlay District.**

- (1) Purpose. The purpose of the Downtown Core Overlay District is to provide an opportunity downtown for the construction of multiple family housing in developments where not less than 20% of the units shall be reserved for low- and moderate-income households in accordance with applicable affordable housing regulations.
- (2) Permitted principal uses.
  - (a) Multifamily residential dwellings.
  - (b) Mixed use incorporating any of the permitted uses in the underlying district and multifamily residential dwellings.
- (3) Accessory uses.
  - (a) Parking garages (other than podium parking) when wrapped by a building containing multifamily residential dwellings on at least three sides of the four-sided parking structure.
  - (b) Trash and garbage collection areas which are fully screened.
  - (c) Maintenance, leasing and administration offices and storage buildings, swimming pools and other noncommercial community recreational facilities associated with multifamily residential uses in all yards but the front yard.
  - (d) Podium parking in multifamily residential structures.
  - (e) Ground-level parking.
- (4) Yard and bulk regulations.
  - (a) Front yard setback: 5 feet
  - (b) Side yard setback: none
  - (c) Rear yard setback: minimum of 10 feet
  - (d) Density. A maximum residential density of 35 dwelling units per acre of gross tract area is permitted for the construction of dwelling units, provided 20% of the units are deed restricted for occupancy by very-low, low- and moderate-income households in accordance with applicable affordable housing regulations.
  - (e) Parking requirements. As required per N.J.A.C. 5:21 Table 4.4 of the Residential Site Improvement Standards for residential development.
  - (f) Building height. The maximum height shall be four stories of residential units or three stories of residential units above a maximum of one level of parking. For purposes of this subsection, a story shall mean a "story" as defined in §§ 202 and 505.1 of the 2009 International Building Code, New Jersey Edition. The maximum height of all buildings shall be 55 feet to the mid-point of the roof.
  - (g) Multifamily residential building to multifamily residential building setback requirements: minimum of 25 feet.
- (5) Supplemental regulations.
  - (a) Affordable units shall be allocated throughout the development and shall not be segregated within one building or portion of a building.
  - (b) Affordable units shall comprise at least 20% of the units in any application for development pursuant to these regulations.
  - (c) All affordable units shall be provided in accordance with the Uniform Housing Affordability Controls (UHAC), applicable rules of the Council on Affordable Housing and the Fair Housing Act.
- (6) General requirements.
  - (a) Circulation.
    - [1] The design shall provide for pedestrian and vehicular traffic movement within and adjacent to the site, with particular emphasis on the provision and layout of parking areas; off-street loading and unloading; and movement of people, goods and vehicles from access roads within the site, between buildings and between buildings and vehicles.

EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

- [2] The Planning Board shall ensure that all parking spaces are usable and are safely and conveniently arranged. Access to the site from adjacent roads shall be designed so as to interfere as little as possible with traffic flow on these roads and to permit vehicles a rapid and safe ingress and egress to the site.
- (b) Design and building layout. The design and layout of buildings and parking areas shall be reviewed so as to provide an aesthetically pleasing design and efficient arrangement. Particular attention shall be given to safety and fire protection and impact on and from surrounding development and contiguous and adjacent buildings and lands.
- (c) Lighting. Adequate lighting shall be provided to ensure safe movement of persons and vehicles and for security purposes. Lighting standards shall be a type approved by the Planning Board. Lights shall be arranged so as to minimize glare and reflection on adjacent properties.
- (d) Landscaping.
- [1] Landscaping shall be provided as part of the overall development design to minimize headlight glare, noise, light from structures and the movement of people and vehicles and to shield activities from adjacent properties and shall include trees, bushes, shrubs, ground cover, perennials, annuals, plants, sculpture, art and the use of building and paving materials in an imaginative manner.
- [2] Landscaping shall be maintained and the owner shall be responsible for replacement of dead plants, trees or other landscaping items.
- [3] A landscape plan prepared by a certified or licensed landscape architect, building elevations and lighting and architectural plans shall be submitted as part of all applications for development in the D-C Zone.
- [4] In any D-C Zone District, it shall be the intent of the design guidelines to encourage streetscapes of the highest quality. For any such zone which abuts a residential zone, the D-C Zone development shall be designed to be compatible with the character of the adjacent residential area.
- (7) Utilities.
- (a) Adequate provision shall be made for storm water drainage, water supply and sewage treatment and disposal.
- (b) All telephone, electric and CATV service, including outdoor lighting on the property, shall be by underground conduit.
- (c) Fire Hydrants. Fire hydrants shall be installed at locations specified by the Township. Such hydrants shall be provided with appropriate water pressure and otherwise adequately maintained by the owner or owners of the dwelling units. All such hydrants shall conform to the standards of the National Board of Fire Underwriters or Township requirements, whichever is more restrictive.
- (d) Solid Waste, Including Recyclable Materials. Suitable provision shall be made for the orderly deposit and pick-up of solid waste, including recyclable materials. The locations and numbers of all facilities for such purposes shall be subject to approval by the Planning Board and shall meet all regulations of the Township Board of Health and applicable provisions of Section 18-1 of the Revised General Ordinances of the Township of Cranford as well as the following:
- [1] Each receptacle shall be located in a completely enclosed building.
- [2] Buildings used solely for the purpose of housing receptacles shall be located at least five (5) feet from an internal roadway and shall otherwise meet the requirements for accessory buildings.
- [3] Buildings used to house receptacles shall be so located as to permit convenient vehicular access.
- (8) Developer's Obligation to Provide Affordable Housing.
- (a) Prior to the issuance of any construction permit, and as a condition precedent to the grant of any approval of a development application by the Planning Board, Board of Adjustment or Zoning Officer, as applicable, a developer shall be required to enter into an agreement with the Township Committee to construct at least 20 percent of all dwelling units as low and moderate income housing units.
- (b) At least 50% of the rental units shall be available to low income households with no less than 13% of all affordable units being affordable to very-low income households earning no more than 30% of the median income in the housing region (i.e. 37% of the

EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

total number of affordable units available to low-income households and 13% of the total number of affordable units available to very low-income households). The remaining 50% of the units shall be available to moderate income households. The required agreement shall make provisions for the developer's obligation to construct the affordable units and the phasing of construction of market and affordable units shall provide for the construction of affordable units in tandem with the market units according to the requirements of N.J.A.C.5:93-5.6(d).

- (c) The required minimum residential densities and affordable housing set asides for multi-family housing, including apartments and condominiums shall be as follows:  
[1] 40 dwelling units per acre with a 20% affordable housing set-aside.

SECTION 4. Chapter 255, Article V. Zoning, Section 36 is hereby amended to add a new Subsection I. as follows:

**I. Downtown Business Overlay District.**

- (1) Purpose. The purpose of the Downtown Business Overlay District is to provide an opportunity downtown for the construction of multiple family housing in developments where not less than 20% of the units shall be reserved for low- and moderate-income households in accordance with applicable affordable housing regulations.
- (2) Permitted principal uses.
- (a) Multifamily residential dwellings.
- (3) Accessory uses.
- (a) Parking garages (other than podium parking) when wrapped by a building containing multifamily residential dwellings on at least three sides of the four-sided parking structure.
- (b) Trash and garbage collection areas which are fully screened.
- (c) Maintenance, leasing and administration offices and storage buildings, swimming pools and other noncommercial community recreational facilities associated with multifamily residential uses in all yards but the front yard.
- (d) Podium parking in multifamily residential structures.
- (e) Ground-level parking.
- (4) Yard and bulk regulations.
- (a) Front yard setback: 5 feet.
- (b) Side yard setback: none.
- (c) Rear yard setback: minimum of 10 feet.
- (d) Impervious coverage: Impervious coverage, as defined in N.J.A.C. 7:8-1.2 (definition of "impervious surface"), or such successor stormwater management regulations as may be promulgated by the State of New Jersey, shall not exceed 85%.
- (e) Density. A maximum residential density of 30 dwelling units per acre of gross tract area is permitted for the construction of dwelling units, provided 20% of the units are deed restricted for occupancy by low- and moderate-income households in accordance with applicable affordable housing regulations.
- (f) Parking requirements. As required per N.J.A.C. 5:21 Table 4.4 of the Residential Site Improvement Standards for residential development.
- (g) Building height. The maximum height shall be four stories of residential units or three stories of residential units above a maximum of one level of parking. For purposes of this subsection, a story shall mean a "story" as defined in §§ 202 and 505.1 of the 2009 International Building Code, New Jersey Edition. The maximum height of all buildings shall be 55 feet to the mid-point of the roof.
- (h) Multifamily residential building to multifamily residential building setback requirements: minimum of 25 feet.
- (5) Supplemental regulations.

EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.



- (d) Affordable units shall be allocated throughout the development and shall not be segregated within one building or portion of a building.
  - (e) Affordable units shall comprise at least 20% of the units in any application for development pursuant to these regulations.
  - (f) All affordable units shall be provided in accordance with the Uniform Housing Affordability Controls (UHAC), applicable rules of the Council on Affordable Housing and the Fair Housing Act.
- (6) General requirements.
- (a) Circulation.
    - [1] The design shall provide for pedestrian and vehicular traffic movement within and adjacent to the site, with particular emphasis on the provision and layout of parking areas; off-street loading and unloading; and movement of people, goods and vehicles from access roads within the site, between buildings and between buildings and vehicles.
    - [2] The Planning Board shall ensure that all parking spaces are usable and are safely and conveniently arranged. Access to the site from adjacent roads shall be designed so as to interfere as little as possible with traffic flow on these roads and to permit vehicles a rapid and safe ingress and egress to the site.
  - (b) Design and building layout. The design and layout of buildings and parking areas shall be reviewed so as to provide an aesthetically pleasing design and efficient arrangement. Particular attention shall be given to safety and fire protection and impact on and from surrounding development and contiguous and adjacent buildings and lands.
  - (c) Lighting. Adequate lighting shall be provided to ensure safe movement of persons and vehicles and for security purposes. Lighting standards shall be a type approved by the Planning Board. Lights shall be arranged so as to minimize glare and reflection on adjacent properties.
  - (d) Landscaping.
  - (e) Landscaping shall be provided as part of the overall development design to minimize headlight glare, noise, light from structures and the movement of people and vehicles and to shield activities from adjacent properties and shall include trees, bushes, shrubs, ground cover, perennials, annuals, plants, sculpture, art and the use of building and paving materials in an imaginative manner.
    - [1] Landscaping shall be maintained and the owner shall be responsible for replacement of dead plants, trees or other landscaping items.
    - [2] A landscape plan prepared by a certified or licensed landscape architect, building elevations and lighting and architectural plans shall be submitted as part of all applications for development in the D-B Zone.
    - [3] In any D-B Zone District, it shall be the intent of the design guidelines to encourage streetscapes of the highest quality. For any such zone which abuts a residential zone, the D-B Zone development shall be designed to be compatible with the character of the adjacent residential area.
- (7) Utilities.
- (a) Adequate provision shall be made for storm water drainage, water supply and sewage treatment and disposal.
  - (b) All telephone, electric and CATV service, including outdoor lighting on the property, shall be by underground conduit.
  - (c) Fire Hydrants. Fire hydrants shall be installed at locations specified by the Township. Such hydrants shall be provided with appropriate water pressure and otherwise adequately maintained by the owner or owners of the dwelling units. All such hydrants shall conform to the standards of the National Board of Fire Underwriters or Township requirements, whichever is more restrictive.
  - (d) Solid Waste, Including Recyclable Materials. Suitable provision shall be made for the orderly deposit and pick-up of solid waste, including recyclable materials. The locations and numbers of all facilities for such purposes shall be subject to approval by the Planning Board and shall meet all regulations of the Township Board of Health and

EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

applicable provisions of Section 18-1 of the Revised General Ordinances of the Township of Chatham as well as the following:

- [1] Each receptacle shall be located in a completely enclosed building.
  - [2] Buildings used solely for the purpose of housing receptacles shall be located at least five (5) feet from an internal roadway and shall otherwise meet the requirements for accessory buildings.
  - [3] Buildings used to house receptacles shall be so located as to permit convenient vehicular access.
- (8) Developer's Obligation to Provide Affordable Housing.
- (a) Prior to the issuance of any construction permit, and as a condition precedent to the grant of any approval of a development application by the Planning Board, Board of Adjustment or Zoning Officer, as applicable, a developer shall be required to enter into an agreement with the Township Committee to construct at least 20 percent of all dwelling units as low and moderate income housing units.
  - (b) At least 50% of the rental units shall be available to low income households with no less than 13% of all affordable units shall be affordable to very low income households earning no more than 30% of the median income in the housing region (i.e. 37% of the total number of affordable units shall be available to low-income households and 13% of the total number of affordable units shall be available to very low-income households). The remaining 50% of the units shall be available to moderate income households. The required agreement shall make provisions for the developer's obligation to construct the affordable units and the phasing of construction of market and affordable units shall provide for the construction of affordable units in tandem with the market units according to the requirements of N.J.A.C.5:93-5.6(d).
  - (c) The required minimum residential densities and affordable housing set asides for multi-family housing, including apartments and condominiums shall be as follows:
    - [1] 30 dwelling units per acre with a 20% affordable housing set-aside.

SECTION 5. Chapter 255, Article V. Zoning, Section 36 is hereby amended to add a new Subsection J. as follows:

**J. Downtown Transition Overlay District.**

- (1) Purpose. The purpose of the Downtown Transition Overlay District is to provide an opportunity downtown for the construction of multiple family housing in developments where not less than 20% of the units shall be reserved for low- and moderate-income households in accordance with applicable affordable housing regulations.
- (2) Permitted principal uses.
  - (a) Multifamily residential dwellings.
- (3) Accessory uses.
  - (a) Parking garages (other than podium parking) when wrapped by a building containing multifamily residential dwellings on at least three sides of the four-sided parking structure.
  - (b) Trash and garbage collection areas which are fully screened.
  - (c) Maintenance, leasing and administration offices and storage buildings, swimming pools and other noncommercial community recreational facilities associated with multifamily residential uses in all yards but the front yard.
  - (d) Podium parking in multifamily residential structures.
  - (e) Ground-level parking.
- (4) Yard and bulk regulations.
  - (a) Front yard setback: 5 feet
  - (b) Side yard setback: none
  - (c) Rear yard setback: minimum of 10 feet

EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

- (d) Impervious coverage: Impervious coverage, as defined in N.J.A.C. 7:8-1.2 (definition of "impervious surface"), or such successor stormwater management regulations as may be promulgated by the State of New Jersey, shall not exceed 85%.
  - (e) Density. A maximum residential density of 25 dwelling units per acre of gross tract area is permitted for the construction of dwelling units, provided 20% of the units are deed restricted for occupancy by low- and moderate-income households in accordance with applicable affordable housing regulations.
  - (f) Parking requirements. As required per N.J.A.C. 5:21 Table 4.4 of the Residential Site Improvement Standards for residential development.
  - (g) Building height. The maximum height shall be three stories of residential units or two stories of residential units above a maximum of one level of parking. For purposes of this subsection, a story shall mean a "story" as defined in §§ 202 and 505.1 of the 2009 International Building Code, New Jersey Edition. The maximum height of all buildings shall be 55 feet to the mid-point of the roof.
  - (h) Multifamily residential building to multifamily residential building setback requirements: minimum of 25 feet.
- (5) Supplemental regulations.
- (a) Affordable units shall be allocated throughout the development and shall not be segregated within one building or portion of a building.
  - (b) Affordable units shall comprise at least 20% of the units in any application for development pursuant to these regulations.
  - (c) All affordable units shall be provided in accordance with the Uniform Housing Affordability Controls (UHAC), applicable rules of the Council on Affordable Housing and the Fair Housing Act.
- (6) General requirements.
- (a) Circulation.
    - [1] The design shall provide for pedestrian and vehicular traffic movement within and adjacent to the site, with particular emphasis on the provision and layout of parking areas; off-street loading and unloading; and movement of people, goods and vehicles from access roads within the site, between buildings and between buildings and vehicles.
    - [2] The Planning Board shall ensure that all parking spaces are usable and are safely and conveniently arranged. Access to the site from adjacent roads shall be designed so as to interfere as little as possible with traffic flow on these roads and to permit vehicles a rapid and safe ingress and egress to the site.
  - (b) Design and building layout. The design and layout of buildings and parking areas shall be reviewed so as to provide an aesthetically pleasing design and efficient arrangement. Particular attention shall be given to safety and fire protection and impact on and from surrounding development and contiguous and adjacent buildings and lands.
  - (c) Lighting. Adequate lighting shall be provided to ensure safe movement of persons and vehicles and for security purposes. Lighting standards shall be a type approved by the Planning Board. Lights shall be arranged so as to minimize glare and reflection on adjacent properties.
  - (d) Landscaping.
    - [1] Landscaping shall be provided as part of the overall development design to minimize headlight glare, noise, light from structures and the movement of people and vehicles and to shield activities from adjacent properties and shall include trees, bushes, shrubs, ground cover, perennials, annuals, plants, sculpture, art and the use of building and paving materials in an imaginative manner.
    - [2] Landscaping shall be maintained and the owner shall be responsible for replacement of dead plants, trees or other landscaping items.
    - [3] A landscape plan prepared by a certified or licensed landscape architect, building elevations and lighting and architectural plans shall be submitted as part of all applications for development in the D-T Zone.

EXPLANATION – Matter struck through ~~thus~~ in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

[4] In any D-T Zone District, it shall be the intent of the design guidelines to encourage streetscapes of the highest quality. For any such zone which abuts a residential zone, the DB Zone development shall be designed to be compatible with the character of the adjacent residential area.

(7) Utilities.

- (a) Adequate provision shall be made for storm water drainage, water supply and sewage treatment and disposal.
- (b) All telephone, electric and CATV service, including outdoor lighting on the property, shall be by underground conduit.
- (c) Fire Hydrants. Fire hydrants shall be installed at locations specified by the Township. Such hydrants shall be provided with appropriate water pressure and otherwise adequately maintained by the owner or owners of the dwelling units. All such hydrants shall conform to the standards of the National Board of Fire Underwriters or Township requirements, whichever is more restrictive.
- (d) Solid Waste, Including Recyclable Materials. Suitable provision shall be made for the orderly deposit and pick-up of solid waste, including recyclable materials. The locations and numbers of all facilities for such purposes shall be subject to approval by the Planning Board and shall meet all regulations of the Township Board of Health and applicable provisions of Section 18-1 of the Revised General Ordinances of the Township of Chatham as well as the following:
  - [1] Each receptacle shall be located in a completely enclosed building.
  - [2] Buildings used solely for the purpose of housing receptacles shall be located at least five (5) feet from an internal roadway and shall otherwise meet the requirements for accessory buildings.
  - [3] Buildings used to house receptacles shall be so located as to permit convenient vehicular access.

(8) Developer's Obligation to Provide Affordable Housing.

- (a) Prior to the issuance of any construction permit, and as a condition precedent to the grant of any approval of a development application by the Planning Board, Board of Adjustment or Zoning Officer, as applicable, a developer shall be required to enter into an agreement with the Township Committee to construct at least 20 percent of all dwelling units as low and moderate income housing units.
- (b) At least 50% of the rental units shall be available to low income households with no less than 13% of all affordable units affordable to very low income households earning no more than 30% of the median income in the housing region (i.e. 37% of the total number of affordable units shall be available to low-income families and 13% of the total number of affordable units shall be available to very low-income households). The remaining 50% of the units shall be available to moderate-income households. The required agreement shall make provisions for the developer's obligation to construct the affordable units and the phasing of construction of market and affordable units shall provide for the construction of affordable units in tandem with the market units according to the requirements of N.J.A.C.5:93-5.6(d).
- (c) The required minimum residential densities and affordable housing set asides for multi-family housing, including apartments and condominiums shall be as follows:
  - [1] 25 dwelling units per acre with a 20% affordable housing set-aside.

**SECTION 6.** Chapter 255, Article V. Zoning, Section 36 is hereby amended to add a new Subsection K. as follows:

**K. Park Street Overlay District.**

- (1) Purpose. The Park Street Overlay District shall consist of the property identified on the Tax Map of the Township of Cranford (June 1977) as Block 555, Lots 1, 2, 3, and 7. The purpose of the Park Street Overlay District is to provide an opportunity for the construction

**EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.**

of multiple family housing in developments where not less than 20% of the units shall be reserved for low- and moderate-income households in accordance with applicable affordable housing regulations.

(2) Permitted principal uses.

a. Townhouse residential dwellings

(3) Townhouse Development Standards.

a. Townhouse Lot Area. Each dwelling unit shall be constructed on an individual lot, and there shall be a minimum of 3,630 square feet of tract area per dwelling unit.

b. Individual lots.

(1) Minimum width. The required average width of all individual lots shall be not less than 20 feet, and no individual lot shall have a width of less than 18 feet, said width to be measured at the actual building setback line for each individual lot. In addition, for each individual lot with a width less than the required average, there shall be not less than one individual lot with a width greater than the required average, and the deviation from the required average of the larger lot shall be at least equal to the deviation from the required average of the smaller lot.

(2) Minimum area. The required average area of all individual lots shall be not less than 1,600 square feet, and no individual lot shall have an area of less than 1,400 square feet.

(3) Front and rear yards. The required average for front and rear yards on all individual lots shall be not less than 25 feet, and no individual lot shall have a front or rear yard of less than 20 feet, except that where the front or rear property line of an individual lot abuts open space and which open space shall have a minimum dimension of 50 feet measured at right angles along the full length of the abutting property line, then the required average and minimum yard requirements set forth herein may be reduced by not more than 10 feet for the abutting yard. In addition, for each individual lot with a front or rear yard less than the required average, there shall be not less than one individual lot with corresponding yard greater than the required average, and the deviation from the required average of the larger yard shall be at least equal to the deviation from the required average of the corresponding smaller yard.

(4) Side yards. There shall be a single side yard of not less than 10 feet required only for each individual lot occupied by a semidetached dwelling unit.

(5) Multifamily residential building to multifamily residential building setback requirements: minimum of 25 feet.

(6) Impervious coverage: Impervious coverage, as defined in N.J.A.C. 7:8-1.2 (definition of "impervious surface"), or such successor stormwater management regulations as may be promulgated by the State of New Jersey, shall not exceed 75%.

c Buildings.

(1) Design.

[a] Each dwelling unit shall have not fewer than two means of ingress and egress.

[b] Each dwelling unit shall have not fewer than two exposures.

[c] There shall be no more than eight dwelling units in any single group of dwelling units.

[d] No living space shall be permitted above the third story.

[e] No more than two adjacent dwelling units may be constructed without providing a front wall setback of not less than four feet.

(2) Siting.

[a] Each group of dwelling units shall set back not less than 25 feet from all streets, roads or ways, whether public or private.

[b] Each group of dwelling units within a tract shall be set back not less than 30 feet from any other group of dwelling units within the same tract and shall set back not less than 15 feet from the tract boundary line.

d. Garages.

(1) Design. All garages shall conform architecturally to, and be of similar materials as, the principal building in the development.

(2) Location. Garages may be built into townhouses or may be constructed on individual lots or on common areas, all subject to the approval of the Planning Board.

(3) Private garages. Garages constructed on individual lots under this article shall be subject to the following:

[a] A garage need not be set back from one side line of an individual lot and may be attached to a garage on an adjacent individual lot.

[b] No garage which is not attached to or part of a townhouse on the same individual lot shall be closer than 20 feet to said townhouse.

[c] Common garages shall meet the setback requirements for parking areas as set forth in Article IV, § 255-26G(3), except that the rear walls of such garages may be situated as close as 25 feet to a peripheral public street subject to any greater existing setbacks and approval by the Planning Board.

f. Density. A maximum residential density of 12 dwelling units per acre of gross tract area is permitted for the construction of townhouse dwelling units, provided 20% of the units are deed restricted for occupancy by very-low, low- and moderate-income households in accordance with applicable affordable housing regulations.

g. Parking requirements. As required per N.J.A.C. 5:21 Table 4.4 of the Residential Site Improvement Standards for residential development.

h. Building height. The maximum height shall be three stories. For purposes of this subsection, a story shall mean a "story" as defined in §§ 202 and 505.1 of the 2009 International Building Code, New Jersey Edition. The maximum height of all buildings shall be 55 feet to the mid-point of the roof.

i. Ownership of common areas. Common areas of any tract utilized for a townhouse development which are not accepted by the Township shall be deeded to a corporation, association, individual or individuals or other legal entity consisting of a majority of the property owners within the development for their use, control, management and maintenance. Any agreement providing for such ownership shall be reviewed and approved by the Township Attorney to ensure that adequate safeguards are included guaranteeing the continuance of the agreement in perpetuity and protecting the Township from harm. In any event, said agreement shall give the Township the right to perform maintenance and assess the cost to the property owners in the event that said property owners fail to maintain the property in accordance with the agreement.

(4) Accessory uses. Permitted accessory uses for the Park Street Overlay District shall be the same accessory uses permitted in the R-5 District.

(5) Supplemental regulations.

(a) Affordable units shall be allocated throughout the development and shall not be segregated within one building or portion of a building.

(b) Affordable units shall comprise at least 20% of the units in any application for development pursuant to these regulations.

(c) All affordable units shall be provided in accordance with the Uniform Housing Affordability Controls (UHAC), applicable rules of the Council on Affordable Housing and the Fair Housing Act.

(6) General requirements.

(a) Circulation.

[1] The design shall provide for pedestrian and vehicular traffic movement within and adjacent to the site, with particular emphasis on the provision and layout of parking areas; off-street loading and unloading; and movement of people, goods and vehicles from access roads within the site, between buildings and between buildings and vehicles.

[2] The Planning Board shall ensure that all parking spaces are usable and are safely and conveniently arranged. Access to the site from adjacent roads shall be designed so as to interfere as little as possible with traffic flow on these roads and to permit vehicles a rapid and safe ingress and egress to the site.

(b) Design and building layout. The design and layout of buildings and parking areas shall be reviewed so as to provide an aesthetically pleasing design and efficient arrangement. Particular attention shall be given to safety and fire protection and impact on and from surrounding development and contiguous and adjacent buildings and lands.

(c) Lighting. Adequate lighting shall be provided to ensure safe movement of persons and vehicles and for security purposes. Lighting standards shall be a type approved by the Planning Board. Lights shall be arranged so as to minimize glare and reflection on adjacent properties.

(d) Landscaping.

[1] Landscaping shall be provided as part of the overall development design to minimize headlight glare, noise, light from structures and the movement of people and vehicles and to shield activities from adjacent properties and shall include trees, bushes, shrubs, ground cover, perennials, annuals, plants, sculpture, art and the use of building and paving materials in an imaginative manner.

[2] Landscaping shall be maintained and the owner shall be responsible for replacement of dead plants, trees or other landscaping items.

[3] A landscape plan prepared by a certified or licensed landscape architect, building elevations and lighting and architectural plans shall be submitted as part of all applications for development in the P-O Zone.

[4] In the P-O Zone District, it shall be the intent of the design guidelines to encourage streetscapes of the highest quality. For any such zone which abuts a residential zone, the P-O Zone development shall be designed to be compatible with the character of the adjacent residential area.

(7) Utilities.

(a) Adequate provision shall be made for storm water drainage, water supply and sewage treatment and disposal.

(b) All telephone, electric and CATV service, including outdoor lighting on the property, shall be by underground conduit.

(c) Fire Hydrants. Fire hydrants shall be installed at locations specified by the Township. Such hydrants shall be provided with appropriate water pressure and otherwise adequately maintained by the owner or owners of the dwelling units. All such hydrants shall conform to the standards of the National Board of Fire Underwriters or Township requirements, whichever is more restrictive.

(d) Solid Waste, Including Recyclable Materials. Suitable provision shall be made for the orderly deposit and pick-up of solid waste, including recyclable materials. The locations and numbers of all facilities for such purposes shall be subject to approval by the Planning Board and shall meet all regulations of the Township Board of Health and applicable provisions of Section 18-1 of the Revised General Ordinances of the Township of Cranford as well as the following:

[1] Each receptacle shall be located in a completely enclosed building.

[2] Buildings used solely for the purpose of housing receptacles shall be located at least five (5) feet from an internal roadway and shall otherwise meet the requirements for accessory buildings.

[3] Buildings used to house receptacles shall be so located as to permit convenient vehicular access.

(8) Developer's Obligation to Provide Affordable Housing.

- (a) Prior to the issuance of any construction permit, and as a condition precedent to the grant of any approval of a development application by the Planning Board, Board of Adjustment or Zoning Officer, as applicable, a developer shall be required to enter into an agreement with the Township Committee to construct at least 20 percent of all dwelling units as low and moderate income housing units.
- (b) At least 50% of the rental units shall be available to low income households with no less than 13% of all affordable units shall be affordable to very low income households earning no more than 30% of the median income in the housing region (i.e. 37% of all affordable units shall be affordable to low-income households and at least 13% of all affordable units shall be affordable to very low-income households). The remaining 50% of the units shall be available to moderate income households. The required agreement shall make provisions for the developer's obligation to construct the affordable units and the phasing of construction of market and affordable units shall provide for the construction of affordable units in tandem with the market units according to the requirements of N.J.A.C.5:93-5.6(d).
- (c) The required minimum residential densities and affordable housing set asides for multi-family housing, including apartments and condominiums shall be as follows:  
[1] 12 dwelling units per acre with a 20% affordable housing set-aside.

**SECTION 7.** The property identified on the Cranford Tax Map as Block 508, Lot 1, and known as 464 South Avenue is hereby removed from the Downtown Core District and instead designated as within the Downtown Transition District.

**SECTION 8.** Chapter 255, Attachment 1 – Schedule of Zone District Area, Yard and Building Requirements shall be updated and revised to reflect the requirements contained in this Ordinance.

**SECTION 9.** Chapter 255, Attachment 2 – Zoning Map shall be updated and revised to reflect the Zones and amendments enacted by this Ordinance.

**SECTION 10.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

**SECTION 11.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Cranford, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Township of Cranford are hereby ratified and confirmed, except where inconsistent with the terms hereof.

**SECTION 12.** The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Union County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

**SECTION 13.** After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Township of Cranford for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64.

**SECTION 14.** This Ordinance shall take effect immediately upon (1) adoption and publication in accordance with the laws of the State of New Jersey; (2) filing of the final form of adopted ordinance by the Clerk with (a) the Union County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.

Introduced:

Adopted:

**EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.**



APPROVED:

~~NOT YET APPROVED~~

Kathleen Miller Prunty  
Mayor

ATTEST:

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

**RECORDED VOTE**

**INTRODUCED**

**ADOPTED**

**EXPLANATION – Matter struck through ~~thus~~ in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.**



## TOWNSHIP OF CRANFORD

Planning Board

8 Springfield Avenue - Cranford, NJ 07016

Phone: (908) 709-7211 | Fax: (908) 276-7664

Kathy Lenahan | Land Use Administrator / Board Secretary

E-Mail: [K-Lenahan@CranfordNJ.org](mailto:K-Lenahan@CranfordNJ.org)

### *Via Interoffice Mail and Email*

To: Patricia Donahue  
Township Clerk

From: Kathy Lenahan  
Land Use Administrator

Date: March 18, 2021

Re: Referral for Master Plan Consistency Review of Township Ordinance No. 2021-04 -  
Mandatory Set-Aside Requirements

---

The Planning Board at its regularly scheduled meeting on March 17, 2021, reviewed Township Ordinance No. 2021-04 in accordance with N.J.S.A. 40:55D-26a and determined that the ordinance is not inconsistent with the Master Plan and recommended that the ordinance be adopted.

### *Via Email:*

Cc: Jonathan Drill, Esq. Planning Board Attorney  
Kathleen Murray, Planning Board Chairwoman  
Jason Bottcher, Zoning Officer  
Ryan Cooper, Esq.

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**ORDINANCE NO. 2021-04**

**AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD,  
CHAPTER 255 LAND DEVELOPMENT, SECTION 255-68 MANDATORY  
AFFORDABLE HOUSING SET-ASIDE REQUIREMENTS**

**WHEREAS**, in December 2018, the Township of Cranford adopted a Housing Element and Fair Share Plan, including a Master Plan Housing Element and Fair Share Plan to address the Township’s Third Round Affordable Housing Obligations; and

**WHEREAS**, in December 2018, the Township filed a declaratory judgment action, captioned *In re Application of Township of Cranford*, No. UNN-L-3976-18, seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

**WHEREAS**, the Fair Share Housing Center (“FSHC”) and the Township agreed to compromise certain positions regarding the Fair Share Plan such that each party agreed the Fair Share plan satisfies Cranford’s “fair share” of the regional need for low and moderate income housing subject to certain amendments to the Fair Share Plan; and

**WHEREAS**, on October 13, 2020, Cranford enacted Ordinance 2020-11, which, *inter alia*, included an affordable housing mandatory set aside ordinance, that Cranford now desires to amend to further the purposes of the Fair Share Plan; and

**NOW, THEREFORE**, be it ordained by the Township Committee of the Township of Cranford, Union County, State of New Jersey, as follows:

**SECTION 1.** The Township Code of the Township of Cranford, Chapter 255, Section 68 Mandatory Affordable Housing Set-Aside Requirements, is amended to read as follows:

**§255-68 – Mandatory Affordable Housing Set-Aside Requirements**

1. Purpose and Scope: This section establishes regulations to ensure that any site that benefits from a rezoning, variance or redevelopment plan approved by the Township, the Township’s Planning Board, or the Township’s Zoning Board of Adjustment that results in multi-family residential development of five (5) dwelling units or more produces affordable housing at a set-aside rate of twenty percent (20%) regardless of tenure, in accordance with the Township’s Third Round Housing Element and Fair Share Plan, consistent with the terms of the Settlement Agreement reached with Fair Share Housing Center (“FSHC”) regarding compliance with the Township’s affordable housing obligations. This section will not apply to the Township’s Overlay Zones, as said zones already has affordable housing set-aside requirements:
  - i. Downtown Core District Overlay Zone
  - ii. Downtown Business District Overlay Zone
  - iii. Downtown Transitional District Overlay Zone
  - ~~iv. Elise Burnside Overlay Zone~~
  - ~~v. iv.~~ Park Street Overlay Zone
2. Affordable Housing Mandatory Set-Aside Requirement
  - a. If the Township or the Township’s Planning Board or Zoning Board of Adjustment permits the construction of multi-family or single-family attached residential development that is “approvable” and “developable,” as defined at N.J.A.C. 5:93-1.3, the Township or the Township’s Planning Board or Zoning Board shall require

that an appropriate percentage of the residential units be set aside for low and moderate income households.

b. This requirement shall apply beginning with the effective date the Ordinance creating this section was adopted to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Planning Board or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation.

~~e. For any such development for which the Township's land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permitted residential development as of the effective date the Ordinance creating this section was adopted, this requirement shall apply only if the Township, the Township's Planning Board, or the Township's Zoning Board permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date the Ordinance creating this section was adopted.~~

~~d.c.~~ Nothing in this section precludes the Township, the Township's Planning Board, or the Township's Zoning Board from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law.

~~e.d.~~ For all inclusionary projects, the appropriate set-aside percentage will be twenty percent (20%) for all projects regardless of tenure.

~~f.e.~~ This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project.

~~g.f.~~ This requirement does not apply to any sites or specific zones otherwise identified in the Township's Settlement Agreement with FSHC, which was executed by the Township on November 8, 2019, or in the Township's 2020 Housing Element and Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein. As such, this section will not apply to the Township's Overlay Zones set forth in §255-69(1), as said zone already has affordable housing set-aside requirements.

~~h.g.~~ Furthermore, this section shall not apply to developments containing four (4) or less dwelling units.

~~i.h.~~ All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section.

~~j.i.~~ Where a developer demolishes existing dwelling units and builds new dwelling units on the same site, the provisions of this section shall apply if the net number of new dwelling units is five (5) or more.

~~k.j.~~ All inclusionary projects created under this section must comply with the affordable housing requirements in §255-68 through §255-87.

**SECTION 2.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

**SECTION 3.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Cranford, the provisions hereof shall be determined to

govern. All other parts, portions and provisions of the Revised General Ordinances of the Township of Cranford are hereby ratified and confirmed, except where inconsistent with the terms hereof.

**SECTION 4.** The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Union County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

**SECTION 5.** After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Township of Cranford for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64.

**SECTION 6.** This Ordinance shall take effect immediately upon (1) adoption and publication in accordance with the laws of the State of New Jersey; and (2) filing of the final form of adopted ordinance by the Clerk with (a) the Union County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.

Introduced:

Adopted:

APPROVED:

**NOT YET APPROVED**

Kathleen Miller Prunty  
Mayor

ATTEST:

\_\_\_\_\_  
Patricia Donahue  
Township Clerk

**RECORDED VOTE**

**INTRODUCED**

**ADOPTED**

TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY

ORDINANCE NO. 2021-05

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD,  
CHAPTER A503 POLICE DEPARTMENT RULES AND REGULATIONS

WHEREAS, in December 2020, the New Jersey Office of the Attorney General revised the "Attorney General's Law Enforcement Drug Testing Policy;" and

WHEREAS, those revisions require that municipal police departments adopt a rule or regulation mandating random drug testing; and

WHEREAS, those revisions further require municipal police departments to adopt a rule or regulation provisions governing reasonable suspicion drug testing; and

WHEREAS, the Township of Cranford Police Department has codified its rules and regulations as Chapter A503 of the Township Code;

NOW THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Cranford, County of Union, State of New Jersey as follows:

SECTION 1. Chapter A503 Police Department Rules and Regulations, Section 47 Alcoholic beverages and drugs is hereby amended as follows:

ARTICLE XLIV: ANTI-NEPOTISM

§ A503-47. Alcoholic beverages and drugs.

- A. No member or employee of the Department will appear for or be on duty under the influence of liquor or drugs or be unfit for duty because of their excessive use.
- B. Members or employees of the Department shall not drink any kind of intoxicating beverage while on duty or take any drugs not duly prescribed and necessary for health at any time.
- C. Members or employees of the Department shall refrain from drinking intoxicating beverages for a reasonable period before going on duty.
- D. Intoxicating beverages may not be consumed at any police station.
- E. No member of the Department shall, at any time when in uniform, except in the performance of duty, enter any place in which intoxicating liquor is served and sit at the bar.
- F. Members and employees shall not bring into or keep any intoxicating liquor or drugs on Department premises except when necessary in the performance of a police task . Liquor or drugs brought into Department premises in the furtherance of a police task shall be properly identified and stored according to Department policy.
- G. For sworn members of the Department, the Department shall participate in drug testing procedures in accordance with directives issued by the New Jersey Attorney General and Union County Prosecutor's Office as well as applicable State law(s) and shall outline that procedure in a Standard Operating Procedure. Testing is categorized as random testing and reasonable suspicion testing. The Chief of Police shall adhere to the standards of reasonable suspicion considering the following: The nature and source of the information; whether the information constitute direct evidence or is hearsay in nature; the reliability of the informant or source; whether corroborating information exists and the degree to which is corroborate the accusation; and whether and to what extent the information may be stale. The Chief of Police may consult with the Union County Prosecutor's Office to

EXPLANATION – Matter struck through thus in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

discuss whether the information they possess is sufficient to conduct reasonable suspicion drug testing.

**SECTION 2.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION 3.** Upon final passage and publication according to law, this ordinance shall become effective immediately.

Introduced:

Adopted:

Approved:

**NOT YET APPROVED**

\_\_\_\_\_  
Kathleen Miller Prunty  
Chair, Township Committee

Attest:

\_\_\_\_\_  
Patricia Donahue, RMC  
Municipal Clerk

Recorded Vote

Introduced

Adopted



## TOWNSHIP OF CRANFORD

Planning Board

8 Springfield Avenue - Cranford, NJ 07016

Phone: (908) 709-7211 | Fax: (908) 276-7664

Kathy Lenahan | Land Use Administrator / Board Secretary

E-Mail: [K-Lenahan@CranfordNJ.org](mailto:K-Lenahan@CranfordNJ.org)

### Via Interoffice Mail and Email

To: Patricia Donahue  
Township Clerk

From: Kathy Lenahan  
Land Use Administrator

Date: March 18, 2021

Re: Referral for Master Plan Consistency Review of Township Ordinance No. 2021-06 -  
Pertaining to Storm Water Management

---

The Planning Board at its regularly scheduled meeting on March 17, 2021, reviewed Township Ordinance No. 2021-06 in accordance with N.J.S.A. 40:55D-26a and determined that the ordinance is not inconsistent with the Master Plan and recommended that the ordinance be adopted.

### Via Email:

Cc: Jonathan Drill, Esq. Planning Board Attorney  
Kathleen Murray, Planning Board Chairwoman  
Jason Bottcher, Zoning Officer  
Ryan Cooper, Esq.



**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**ORDINANCE NO. 2021-06**

**AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD,  
CHAPTER 374 AND TO CREATE CHAPTER 375 PERTAINING TO STORM WATER  
MANAGEMENT**

**WHEREAS**, excessive stormwater runoff is a significant cause of localized flooding, major flooding of waterways, and pollution of streams, lakes and rivers; and

**WHEREAS**, flooding, particularly of the Rahway River, is of particular concern to the Township of Cranford; and

**WHEREAS**, the New Jersey Department of Environmental Protection has promulgated rules to manage stormwater runoff to reduce flooding and pollutions; and

**WHEREAS**, on March 2, 2020, the New Jersey Department of Environmental Protection published amendments to New Jersey's stormwater management rules; and

**WHEREAS**, the NJDEP's amendments to the stormwater management rules are effective March 2, 2021;

**WHEREAS**, the Township Committee of the Township of Cranford recognizes the need to amend Chapter 364, Stormwater Management, and add a new Chapter 365, to update the Township Code to incorporate the NJDEP's amended stormwater runoff management rules

**NOW THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Cranford, County of Union, State of New Jersey as follows:

**SECTION 1.** The Township Code of the Township of Cranford, Part II, Chapter 364 Stormwater Management is hereby deleted in its entirety and replaced by the following, which shall be titled "Stormwater Management for Minor Developments":

**§ 364-1 General provisions.**

- A. Policy statement. Flood control, groundwater recharge, and pollutant reduction through nonstructural or low-impact techniques shall be explored before relying on structural best management practices (BMPs). Structural BMPs should be integrated with nonstructural stormwater management strategies and proper maintenance plans. Nonstructural strategies include both environmentally sensitive site design and source controls that prevent pollutants from being placed on the site or from being exposed to stormwater. Source control plans should be developed by a professional engineer licensed in the State of New Jersey. These plans will be based upon physical site conditions and the origin, nature, and the anticipated quantity or amount of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.
- B. Purpose and objectives. It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas of the Township of Cranford by:
  - (1) Protecting human life and health.
  - (2) Minimizing expenditure of public money for costly flood-control projects.
  - (3) Minimizing the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
  - (4) Minimizing prolonged business interruptions.

- (5) Minimizing damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in floodplains.
- (6) Maintaining a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future damages from flood.
- (7) Ensuring that potential property purchasers are notified that property is in a flood-prone area.
- (8) Promoting water quality for rivers and streams.

C. Findings of fact. The Township Committee of the Township of Cranford finds that:

- (1) The flood hazard areas of the Township of Cranford are subject to periodic inundation which could result in loss of life or property, affect health and produce safety hazards, disrupt commerce and governmental services or result in extraordinary public expenditures and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood hazard areas by uses vulnerable to floods or uses hazardous to other lands which are inadequately protected from flood damage.
- (3) These flood losses are also caused by the cumulative effect of increases in impervious cover by construction of structures, such as new homes, buildings, building additions, roadways, driveways, patios, and other materials that disallow water to pass through soils into the groundwater, or to be stored in plant life and soils.
- (4) By not controlling stormwater runoff, soil erosion, loss of groundwater recharge, and pollution reduction through structural BMPs and nonstructural or low-impact techniques that reduce or prevent pollutants from being placed on the sites or from being exposed to stormwater, the streams and rivers in the Township of Cranford will become more polluted, will lose natural plant and aquatic life, and will eventually reduce the natural beauty and charm of the Township's streams and rivers.

D. Applicability. This chapter shall be applicable to all development plans, building additions, driveway widening, new patios, pools, garages, sheds, and any residential projects that are below the threshold of major developments, if they are neither a site plan nor subdivision and increase impervious cover greater than 300 square feet but less than 1,000 square feet.

E. Compatibility with other permit and ordinance requirements. Development approvals issued for subdivisions and site plans pursuant to this chapter are to be considered an integral part of development approvals under the subdivision and site plan review process and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act or ordinance.

#### § 364-2 Definitions.

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

“CAFRA Centers, Cores or Nodes” means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

“CAFRA Planning Map” means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

“Community basin” means an infiltration system, sand filter designed to infiltrate, standard

constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

“Compaction” means the increase in soil bulk density.

“Contributory drainage area” means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

“Core” means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A 4:1C-1 et seq.

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of

endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

"Empowerment Neighborhoods" means neighborhoods designated by the Urban Coordinating Council "in consultation and conjunction with" the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

"Green infrastructure" means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

"HUC 14" or "hydrologic unit code 14" means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

"Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

"Infiltration" is the process by which water seeps into the soil from precipitation.

"Lead planning agency" means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

"Major development" means an individual "development," as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of 1,000 square feet or more of "regulated impervious surface" since February 2, 2004;
3. The creation of 1,000 square feet or more of "regulated motor vehicle surface" since March 2, 2021; or
4. A combination of 2 and 3 above that totals an area of 1,000 square feet or more. The same surface shall not be counted twice when determining if the combination area equals 1,000 square feet or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of "major development" but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered "major development."

"Motor vehicle" means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

"Motor vehicle surface" means any pervious or impervious surface that is intended to be used by "motor vehicles" and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

“Municipality” means any city, borough, town, township, or village.

“New Jersey Stormwater Best Management Practices (BMP) Manual” or “BMP Manual” means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with Section IV.F. of this ordinance and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 et seq.)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

“Regulated impervious surface” means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

“Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

“Stormwater management BMP” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

“Stormwater management planning area” means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

“Tidal Flood Hazard Area” means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

“Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

“Urban Enterprise Zones” means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

“Urban Redevelopment Area” is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

"Waters of the State" means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

"Wetlands" or "wetland" means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

**§ 364-3 Development requiring permit.**

- A. Any major development as defined in 364-2, shall submit a site development stormwater plan and comply with Chapter 365: Stormwater Control for Major Development.
- B. Any residential development that increases impervious cover by 300 square feet but is less than 1,000 square feet shall submit a minor site development stormwater plan pursuant to § 364-6B and shall meet all other applicable requirements of this chapter.
- C. Runoff standards. The following standards shall apply to all development in the Township:
  - (1) The rate of stormwater runoff from the site is not increased as a result of the development proposed in the application.
  - (2) The volume of stormwater runoff shall be minimized.
  - (3) The drainage of the adjacent areas is not adversely affected.
  - (4) Soil absorption and groundwater recharge capacity of the area is not decreased below what occurs there under existing conditions.
  - (5) The natural drainage pattern of the area is not significantly altered.
- D. Nonstructural stormwater management strategies.
  - (1) To the maximum extent practicable, the standards in Subsections G and H shall be met by incorporating nonstructural stormwater management strategies set forth in this subsection into the design. The applicant shall identify the nonstructural measures incorporated into the design of the project. If the applicant contends that it is not feasible for engineering, environmental, or safety reasons to incorporate any nonstructural stormwater management measures identified in Subsection D (2) below into the design of a particular project, the applicant shall identify the strategy considered and provide basis for the contention.
  - (2) Nonstructural stormwater management strategies incorporated into the site design shall:
    - (a) Protect areas that provide water quality benefits or areas particularly susceptible to erosion and sediment loss.
    - (b) Minimize impervious surfaces and break up or disconnect the flow of runoff over impervious surfaces.
    - (c) Maximize the protection of natural drainage features and vegetation.
    - (d) Minimize the decrease in the time of concentration from pre-construction to post-construction. "Time of concentration" is defined as the time it takes for runoff to travel from the hydraulically most distant point of the watershed to the point of interest within a watershed.
    - (e) Minimize land disturbance, including clearing and grading.
    - (f) Minimize soil compaction.
    - (g) Provide low-maintenance landscaping that encourages retention and planting of native vegetation and minimizes the use of lawns, fertilizers and pesticides.
    - (h) Provide vegetated open-channel conveyance systems discharging into and through stable vegetated areas.

**§ 364-4 Calculation of stormwater runoff and groundwater recharge.**

- A. Stormwater runoff shall be calculated in accordance with the following:

- (1) The design engineer shall calculate runoff using one of the following methods:
- (a) For residential site improvements with a proposed impervious cover increase of 1,000 square feet or less, the required storage volume may be taken from the chart titled "Volume of Required Storage vs. Difference in Impervious Cover" found in § 364-5C. These residential improvements will only have to provide on-site stormwater storage in the form of stone landscape beds, wetlands ponds, seepage pits, underground stormwater storage chambers, or other BMP measures that will retain the stormwater runoff volume, as taken from this chart, and recharge that volume back into the ground or release it at a pre-improvement runoff rate. This stormwater design process does not have to be designed by a professional engineer. An architect, landscape architect, or other individual, upon approval of the Township Engineer, could prepare it. This design process shall include the checklist requirements found under § 364-10B. Any nonresidential development still requires BMPs in accordance with this chapter
  - (b) The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in the NRCS National Engineering Handbook, Section 4, Hydrology, and Technical Release 55, Urban Hydrology for Small Watersheds; or
  - (c) The Rational Method for peak flow and the Modified Rational Method for hydrograph computations.
- (2) For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology at Subsection A(1)(a) and the Rational and Modified Rational Methods at Subsection A(1)(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
- (3) In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
- (4) In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS Technical Release 55, Urban Hydrology for Small Watersheds, and other methods may be employed.
- (5) If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tail water in the design of structural stormwater management measures.
- (6) The rainfall excess shall be computed for each site using accepted, published runoff coefficients which reflect land use and topography. Acceptable runoff coefficients currently in practice include, but are not limited to, the following:

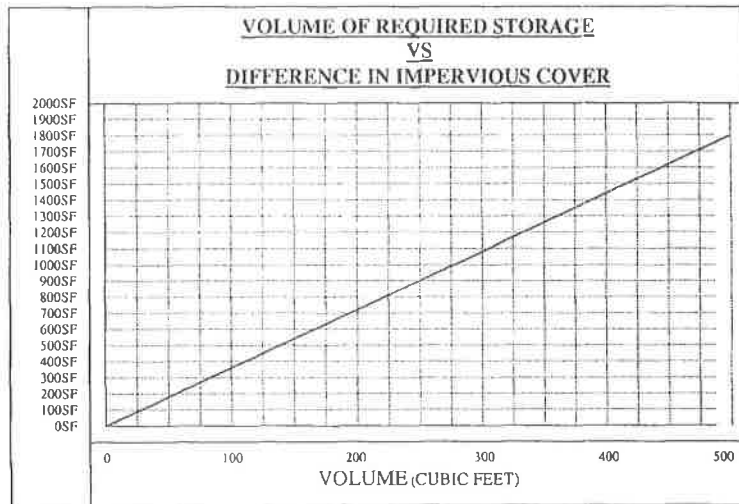
| Surface Type | Runoff Coefficient |
|--------------|--------------------|
| Streets      |                    |
| Asphaltic    | 0.70 to 0.95       |
| Concrete     | 0.80 to 0.95       |
| Brick        | 0.70 to 0.85       |



|                   |              |
|-------------------|--------------|
| Drives and walks  | 0.75 to 0.85 |
| Roofs             | 0.75 to 0.95 |
| Lawns, sandy soil |              |
| Flat, 2%          | 0.05 to 0.10 |
| Average, 2% to 7% | 0.10 to 0.15 |
| Steep, 7%         | 0.15 to 0.20 |
| Lawns, heavy soil |              |
| Flat, 2%          | 0.13 to 0.17 |
| Average, 2% to 7% | 0.18 to 0.22 |
| Steep, 7%         | 0.25 to 0.35 |

**§ 364-5 Sources for technical guidance.**

- A. Technical guidance for stormwater management measures can be found in the documents listed at Subsection A (1) and (2) below, which are available from Maps and Publications, New Jersey Department of Environmental Protection, 428 East State Street, P.O. Box 420, Trenton, New Jersey 08625; telephone (609) 777-1038.
  - (1) Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended. Information is provided on stormwater management measures, such as bioretention systems, constructed stormwater wetlands, dry wells, extended detention basins, infiltration structures, manufactured treatment devices, pervious paving, sand filters, vegetative filter strips, and wet ponds.
  - (2) The New Jersey Department of Environmental Protection Stormwater Management Facilities Maintenance Manual, as amended.
- B. Additional technical guidance for stormwater management measures can be obtained from the following:
  - (1) The Standards for Soil Erosion and Sediment Control in New Jersey promulgated by the State Soil Conservation Committee and incorporated into N.J.A.C. 2:90. Copies of these standards may be obtained by contacting the State Soil Conservation Committee or any of the Soil Conservation Districts listed in N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number of each Soil Conservation District may be obtained from the State Soil Conservation Committee, P.O. Box 330, Trenton, New Jersey 08625, (609) 292-5540;
  - (2) The Rutgers Cooperative Extension Service, (732) 932-9306; and
  - (3) The Soil Conservation Districts listed in N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number of each Soil Conservation District may be obtained from the State Soil Conservation Committee, P.O. Box 330, Trenton, New Jersey, 08625, (609) 292-5540.
- C. Use of the following "Volume of Required Storage vs. Difference in Impervious Cover" chart for change in impervious cover that is 1,000 square feet or less for residential development only. Nonresidential site plans and developments defined as major development still require BMPs as addressed in Chapter 365.



**§ 364-6 Requirements for site development and minor site development stormwater plans.**

- A. Submission of site development stormwater plan. A site development stormwater plan is not required for residential improvements or residential developments that have 1,000 square feet or less change of impervious cover.
- B. Submission of minor site development stormwater plan.
  - (1) Whenever an applicant seeks municipal approval of a development subject to this chapter, the applicant shall submit all of the required components of the checklist for the minor site development stormwater plan of Subsection B (5) found below as part of the submission of the applicant's application for subdivision or site plan or construction or zoning permit approval.
  - (2) The applicant shall demonstrate that the project meets the standards set forth in this chapter.
  - (3) The applicant shall submit six copies of the materials listed in the checklist for minor site development stormwater plans in accordance with Subsection B (5) of this section.
  - (4) Minor site development stormwater plan approval. The applicant's minor site development project shall be reviewed as a part of the subdivision, site plan and/or construction or zoning permit review process by the municipal board or official from whom municipal approval is sought. That municipal board or official shall consult the Township Engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this chapter.
  - (5) Checklist requirements. The following information shall be required:
    - (a) Copy of current existing property survey, to scale, showing all existing impervious features, such as dwellings, garages, sheds, driveways, patios, steps, and porches. Each of these items shall have a description of their material makeup, i.e., pitched slate roof, asphalt driveway, concrete steps, etc.
    - (b) Marked-up copy of the material listed in Subsection B(5)(a) (copy of current existing property survey) above showing all new features being proposed, to scale and with dimensions. The new features shall be described in the same manner as the existing features described above in Subsection B(5)(a).
    - (c) Calculations of change in impervious cover:
      - [1] Existing impervious cover within the property boundary limits, described in square feet.
      - [2] Proposed impervious cover within the property boundary limits, including the remaining existing impervious cover, described in square feet.

[3] The difference in impervious cover, which is the difference between the proposed impervious cover found in Subsection B(5)(c)[2] above and the existing impervious cover found in Subsection B(5)(c)[1] above.

[4] Calculations of the volume of required storage. This information would be taken by using the difference in impervious cover, as found in Subsection B(5)(c)[3] above, and finding this number on the left side of the Volume of Required Storage vs. Difference in Impervious Cover graph found in § 364-8C. Using this chart, follow the horizontal line closest to this number across until it meets the diagonal line. At this point on the diagonal line, follow the matching vertical line down to the bottom of the chart until it gets to the reading of the volume in cubic feet. Each vertical line is broken up into twenty-five-cubic-foot segments. If your numbers do not fall on a specific line, then you must interpolate the answer.

[5] Design a stormwater detention or retention structure based on this volume found in Subsection B(5)(c)[4] above. The Township Engineer will assist you in the design options and methods of calculating a structure's volume for stone or seepage pit chambers, if you request. All other designs must be supported by the manufacturer, engineer, architect, or landscape architect. Each design must contain a sketch with enough dimensions on it to be able to calculate the volume of storage provided by the structure and describe the material that the structure is made out of, and all designs shall have an overflow capability that will not back water up into any basements, dwellings or adjoining properties.

#### **§ 364-7 Maintenance and repair.**

- A. Applicability. Projects subject to review as in §§ 364-1D(1)(b) through (d) and 364-3A of this chapter shall comply with the requirements of Subsections B and C.
- B. General maintenance.
  - (1) The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
  - (2) The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures are available in the New Jersey Stormwater Best Management Practices Manual. If the maintenance plan identifies a person other than the developer (for example, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's agreement to assume this responsibility or of the developer's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
  - (3) Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project.
  - (4) If the person responsible for maintenance identified under Subsection B (2) above is not a public agency, the maintenance plan and any future revisions based on Subsection B (7) below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
  - (5) Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure, including repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.
  - (6) The person responsible for maintenance identified under Subsection B (2) above shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders.

- (7) The person responsible for maintenance identified under Subsection B (2) above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed.
  - (8) The person responsible for maintenance identified under Subsection B (2) above shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Subsections B (6) and (7) above.
  - (9) The requirements of Subsection B (3) and (4) do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency.
  - (10) In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have 14 days to effect maintenance and repair of the facility in a manner that is approved by the Municipal Engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or county may immediately proceed to do so and shall bill the cost thereof to the responsible person.
- C. Nothing in this section shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

**§ 364-8 Violations and penalties.**

Any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this chapter shall be subject to penalties. Unless otherwise specifically provided herein, any violation of the provisions of this chapter shall be punishable by a fine not to exceed \$1,000 or by imprisonment in the county jail for a term not to exceed 90 days, or both, at the discretion of the Municipal Court. Each day that the violation continues after a notice of violation and a reasonable opportunity to correct or remedy the violation shall constitute a separate violation.

**§ 364-9 Abrogation and greater restrictions.**

- A. This chapter is not intended to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this chapter and an easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- B. This chapter is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law, except that, where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule or regulation, statute, or other provision of law, the more restrictive provisions or higher standards shall control.

**§ 364-10 Interpretation.**

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements for the promotion of the public health, safety, and general welfare.
- B. Deemed neither to limit nor repeal any other powers granted under state statutes.

**§ 364-11 Warning and disclaimer of liability.**

The degree of flooding protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural

causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Township of Cranford or any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder

**SECTION 2.** The Township Code of the Township of Cranford, Part II, is amended as follows to add new Chapter 365, which shall be titled "Stormwater Management for Major Developments":

**§ 365-1. Scope and Purpose:**

- A. Policy Statement. Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.\
- B. Purpose. The purpose of this ordinance is to establish minimum stormwater management requirements and controls for "major development," as defined below in Section 365-2.
- C. Applicability
  - 1. This ordinance shall be applicable to the following major developments:
    - a. Non-residential major developments; and
    - b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
  - 2. This ordinance shall also be applicable to all major developments undertaken by The Township of Cranford.
- D. Compatibility with Other Permit and Ordinance Requirements. Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

**§ 365-2. Definitions:**

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

"CAFRA Centers, Cores or Nodes" means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

“CAFRA Planning Map” means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

“Community basin” means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

“Compaction” means the increase in soil bulk density.

“Contributory drainage area” means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

“Core” means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A. 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge- enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A. 4:1C-1 et seq.

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or

ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

"Environmentally critical area" means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

"Empowerment Neighborhoods" means neighborhoods designated by the Urban Coordinating Council "in consultation and conjunction with" the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

"Green infrastructure" means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

"HUC 14" or "hydrologic unit code 14" means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

"Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

"Infiltration" is the process by which water seeps into the soil from precipitation.

"Lead planning agency" means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

"Major development" means an individual "development," as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of 1,000 square feet or more of "regulated impervious surface" since February 2, 2004;
3. The creation of 1,000 square feet or more of "regulated motor vehicle surface" since March 2, 2021; or
4. A combination of 2 and 3 above that totals an area of 1,000 square feet or more. The same surface shall not be counted twice when determining if the combination area equals 1,000 square feet or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of "major development" but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered "major development."

"Motor vehicle" means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this

definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

“Motor vehicle surface” means any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

“Municipality” means any city, borough, town, township, or village.

“New Jersey Stormwater Best Management Practices (BMP) Manual” or “BMP Manual” means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with Section 365-4. F. of this ordinance and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

“Regulated impervious surface” means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:



1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or
3. quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

“Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

“Stormwater management BMP” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

“Stormwater management planning area” means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

“Tidal Flood Hazard Area” means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

“Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

“Urban Enterprise Zones” means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et seq.

“Urban Redevelopment Area” is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

#### **§ 365-3. Design and Performance Standards for Stormwater Management Measures**

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
  1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
  2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

*Note: Alternative standards shall provide at least as much protection from stormwater-related loss of groundwater recharge, stormwater quantity and water quality impacts of major development projects as would be provided under the standards in N.J.A.C. 7:8-5.*

#### **§365-4. Stormwater Management Requirements for Major Development**

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section 365-10.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department’s Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlnebergi* (bog turtle).
- C. The following linear development projects are exempt from the groundwater recharge,

stormwater runoff quality, and stormwater runoff quantity requirements of Section 365-4. P, Q and R:

1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
  2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
  3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section 365-4. O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
  2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Section 365-4. O, P, Q and R to the maximum extent practicable;
  3. The applicant demonstrates that, in order to meet the requirements of Section 365-4. O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
  4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under 365-4. D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Section 365-4. O, P, Q and R that were not achievable onsite.
- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section 365-4. O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at: [https://njstormwater.org/bmp\\_manual2.htm](https://njstormwater.org/bmp_manual2.htm).
- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

**Table 1**  
**Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff**  
**Quality, and/or Stormwater Runoff Quantity**

| <u>Best Management Practice</u>                                   | <u>Stormwater Runoff Quality TSS Removal Rate (percent)</u> | <u>Stormwater Runoff Quantity</u> | <u>Groundwater Recharge</u>                         | <u>Minimum Separation from Seasonal High Water Table (feet)</u> |
|---|---|-----------------------------------|---|---|
| <u>Cistern</u>  | <u>0</u>  | <u>Yes</u>                        | <u>No</u>   | <u>--</u>   |
| <u>Dry Well<sup>(a)</sup></u>                                     | <u>0</u>  | <u>No</u>                         | <u>Yes</u>  | <u>2</u>  |
| <u>Grass Swale</u>  | <u>50 or less</u>   | <u>No</u>                         | <u>No</u>   | <u>2<sup>(e)</sup></u><br><u>1<sup>(f)</sup></u>                |
| <u>Green Roof</u>   | <u>0</u>  | <u>Yes</u>                        | <u>No</u>   | <u>--</u>   |
| <u>Manufactured Treatment Device<sup>(a)</sup> <sup>(g)</sup></u> | <u>50 or 80</u>   | <u>No</u>                         | <u>No</u>   | <u>Dependent upon the device</u>                                |
| <u>Pervious Paving System<sup>(a)</sup></u>                       | <u>80</u>   | <u>Yes</u>                        | <u>Yes<sup>(b)</sup></u><br><u>No<sup>(c)</sup></u> | <u>2<sup>(b)</sup></u><br><u>1<sup>(c)</sup></u>                |
| <u>Small-Scale Bioretention Basin<sup>(a)</sup></u>               | <u>80 or 90</u>   | <u>Yes</u>                        | <u>Yes<sup>(b)</sup></u><br><u>No<sup>(c)</sup></u> | <u>2<sup>(b)</sup></u><br><u>1<sup>(c)</sup></u>                |
| <u>Small-Scale Infiltration Basin<sup>(a)</sup></u>               | <u>80</u>   | <u>Yes</u>                        | <u>Yes</u>  | <u>2</u>  |
| <u>Small-Scale Sand Filter</u>                                    | <u>80</u>   | <u>Yes</u>                        | <u>Yes</u>  | <u>2</u>  |
| <u>Vegetative Filter Strip</u>                                    | <u>60-80</u>  | <u>No</u>                         | <u>No</u>   | <u>--</u>   |

*(Notes corresponding to annotations <sup>(a)</sup> through <sup>(g)</sup> are found following Table 3, below)*

| <b>Table 2</b><br><b>Green Infrastructure BMPs for Stormwater Runoff Quantity</b><br><b>(or for Groundwater Recharge and/or Stormwater Runoff Quality</b><br><b>with a Waiver or Variance from N.J.A.C. 7:8-5.3)</b> |   |                                   |   |   |
|--|---|-----------------------------------|---|---|
| <b>Best Management Practice</b>  | <b>Stormwater Runoff Quality TSS Removal Rate (percent)</b> | <b>Stormwater Runoff Quantity</b> | <b>Groundwater Recharge</b>                         | <b>Minimum Separation from Seasonal High Water Table (feet)</b> |
| <u>Bioretention System</u>   | <u>80 or 90</u>   | <u>Yes</u>                        | <u>Yes<sup>(b)</sup></u><br><u>No<sup>(c)</sup></u> | <u>2<sup>(b)</sup></u><br><u>1<sup>(c)</sup></u>                |
| <u>Infiltration Basin</u>  | <u>80</u>   | <u>Yes</u>                        | <u>Yes</u>  | <u>2</u>  |
| <u>Sand Filter<sup>(b)</sup></u>   | <u>80</u>   | <u>Yes</u>                        | <u>Yes</u>  | <u>2</u>  |
| <u>Standard Constructed Wetland</u>  | <u>90</u>   | <u>Yes</u>                        | <u>No</u>   | <u>N/A</u>  |
| <u>Wet Pond<sup>(d)</sup></u>  | <u>50-90</u>  | <u>Yes</u>                        | <u>No</u>   | <u>N/A</u>  |

(Notes corresponding to annotations <sup>(b)</sup> through <sup>(d)</sup> are found following Table 3, below)

| <u>Best Management Practice</u>                    | <u>Stormwater Runoff Quality TSS Removal Rate (percent)</u> | <u>Stormwater Runoff Quantity</u> | <u>Groundwater Recharge</u> | <u>Minimum Separation from Seasonal High Water Table (feet)</u> |
|--|---|-----------------------------------|-----------------------------|---|
| <u>Blue Roof</u>                                   | <u>0</u>  | <u>Yes</u>                        | <u>No</u>                   | <u>N/A</u>  |
| <u>Extended Detention Basin</u>                    | <u>40-60</u>  | <u>Yes</u>                        | <u>No</u>                   | <u>1</u>  |
| <u>Manufactured Treatment Device<sup>(h)</sup></u> | <u>50 or 80</u>   | <u>No</u>                         | <u>No</u>                   | <u>Dependent upon the device</u>                                |
| <u>Sand Filter<sup>(c)</sup></u>                   | <u>80</u>   | <u>Yes</u>                        | <u>No</u>                   | <u>1</u>  |
| <u>Subsurface Gravel Wetland</u>                   | <u>90</u>   | <u>No</u>                         | <u>No</u>                   | <u>1</u>  |
| <u>Wet Pond</u>                                    | <u>50-90</u>  | <u>Yes</u>                        | <u>No</u>                   | <u>N/A</u>  |

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section 365-4. O.2;
- (b) designed to infiltrate into the subsoil;
- (c) designed with underdrains;
- (d) designed to maintain at least a 10-foot-wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
- (e) designed with a slope of less than two percent;
- (f) designed with a slope of equal to or greater than two percent;
- (g) manufactured treatment devices that meet the definition of green infrastructure at Section 365-2;
- (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section 365-2.

G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section 365-6. B. Alternative stormwater management measures may be used to satisfy the requirements at Section IV.O only if the measures meet the definition of green infrastructure at Section 365-2. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 365-4. D is granted from Section 365-4. O.

- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high-water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- I. Design standards for stormwater management measures are as follows:
1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high-water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
  2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section 365-8.C;
  3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
  4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section 365-8; and
  5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section 365-2 may be used only under the circumstances described at Section 365-4. O.4.
- K. Any application for a new agricultural development that meets the definition of major development at Section 365-2 shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Sections 365-4. O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 365-4.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Union County Clerk's Office. A form of deed notice shall be submitted to the municipality for approval prior to filing.
- The deed notice shall contain a description of the stormwater management measure(s)

used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 365-4. O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section 365-10. B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section 365-4 of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Union County Clerk, and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at Section 365-4. P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section 365-4. F. and/or an alternative stormwater management measure approved in accordance with Section 365-4. G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

| <u>Best Management Practice</u>       | <u>Maximum Contributory Drainage Area</u>   |
|---------------------------------------|---|
| <u>Dry Well</u>                       | <u>1 acre</u>   |
| <u>Manufactured Treatment</u>         | <u>2.5 acres</u>  |
| <u>Pervious Pavement Systems</u>      | <u>Area of additional inflow cannot exceed three times the area occupied by the BMP</u> |
| <u>Small-scale Bioretention</u>       | <u>2.5 acres</u>  |
| <u>Small-scale Infiltration Basin</u> | <u>2.5 acres</u>  |
| <u>Small-scale Sand Filter</u>        | <u>2.5 acres</u>  |

3. To satisfy the stormwater runoff quantity standards at Section 365-4. R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section 365-4. G.
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 365-4. D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section 365-4. G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 365-4. P, Q and R.



5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Section 365-4. P, Q and R, unless the project is granted a waiver from strict compliance in accordance with Section 365-4. D.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section 365-5, either:
  - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
  - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.
4. The following types of stormwater shall not be recharged:
  - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
  - ii. Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
  - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.

- ii If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
- 3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
- 4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

| Time<br>(Minutes) | Cumulative<br>Rainfall<br>(Inches) | Time<br>(Minutes) | Cumulative<br>Rainfall<br>(Inches) | Time<br>(Minutes) | Cumulative<br>Rainfall<br>(Inches) |
|-------------------|------------------------------------|-------------------|------------------------------------|-------------------|------------------------------------|
| 1                 | 0.00166                            | 41                | 0.1728                             | 81                | 1.0906                             |
| 2                 | 0.00332                            | 42                | 0.1796                             | 82                | 1.0972                             |
| 3                 | 0.00498                            | 43                | 0.1864                             | 83                | 1.1038                             |
| 4                 | 0.00664                            | 44                | 0.1932                             | 84                | 1.1104                             |
| 5                 | 0.00830                            | 45                | 0.2000                             | 85                | 1.1170                             |
| 6                 | 0.00996                            | 46                | 0.2117                             | 86                | 1.1236                             |
| 7                 | 0.01162                            | 47                | 0.2233                             | 87                | 1.1302                             |
| 8                 | 0.01328                            | 48                | 0.2350                             | 88                | 1.1368                             |
| 9                 | 0.01494                            | 49                | 0.2466                             | 89                | 1.1434                             |
| 10                | 0.01660                            | 50                | 0.2583                             | 90                | 1.1500                             |
| 11                | 0.01828                            | 51                | 0.2783                             | 91                | 1.1550                             |
| 12                | 0.01996                            | 52                | 0.2983                             | 92                | 1.1600                             |
| 13                | 0.02164                            | 53                | 0.3183                             | 93                | 1.1650                             |
| 14                | 0.02332                            | 54                | 0.3383                             | 94                | 1.1700                             |
| 15                | 0.02500                            | 55                | 0.3583                             | 95                | 1.1750                             |
| 16                | 0.03000                            | 56                | 0.4116                             | 96                | 1.1800                             |
| 17                | 0.03500                            | 57                | 0.4650                             | 97                | 1.1850                             |
| 18                | 0.04000                            | 58                | 0.5183                             | 98                | 1.1900                             |
| 19                | 0.04500                            | 59                | 0.5717                             | 99                | 1.1950                             |
| 20                | 0.05000                            | 60                | 0.6250                             | 100               | 1.2000                             |
| 21                | 0.05500                            | 61                | 0.6783                             | 101               | 1.2050                             |
| 22                | 0.06000                            | 62                | 0.7317                             | 102               | 1.2100                             |
| 23                | 0.06500                            | 63                | 0.7850                             | 103               | 1.2150                             |
| 24                | 0.07000                            | 64                | 0.8384                             | 104               | 1.2200                             |
| 25                | 0.07500                            | 65                | 0.8917                             | 105               | 1.2250                             |
| 26                | 0.08000                            | 66                | 0.9117                             | 106               | 1.2267                             |
| 27                | 0.08500                            | 67                | 0.9317                             | 107               | 1.2284                             |
| 28                | 0.09000                            | 68                | 0.9517                             | 108               | 1.2300                             |
| 29                | 0.09500                            | 69                | 0.9717                             | 109               | 1.2317                             |
| 30                | 0.10000                            | 70                | 0.9917                             | 110               | 1.2334                             |
| 31                | 0.10660                            | 71                | 1.0034                             | 111               | 1.2351                             |
| 32                | 0.11320                            | 72                | 1.0150                             | 112               | 1.2367                             |
| 33                | 0.11980                            | 73                | 1.0267                             | 113               | 1.2384                             |
| 34                | 0.12640                            | 74                | 1.0383                             | 114               | 1.2400                             |
| 35                | 0.13300                            | 75                | 1.0500                             | 115               | 1.2417                             |
| 36                | 0.13960                            | 76                | 1.0568                             | 116               | 1.2434                             |
| 37                | 0.14620                            | 77                | 1.0636                             | 117               | 1.2450                             |
| 38                | 0.15280                            | 78                | 1.0704                             | 118               | 1.2467                             |
| 39                | 0.15940                            | 79                | 1.0772                             | 119               | 1.2483                             |
| 40                | 0.16600                            | 80                | 1.0840                             | 120               | 1.2500                             |

5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

*R* = total TSS Percent Load Removal from application of both BMPs, and

*A* = the TSS Percent Removal Rate applicable to the first BMP

*B* = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Section 365-4. P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3. i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section V, complete one of the following:
  - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
  - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
  - iii. Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed;or

- iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

**§ 365-5. Calculation of Stormwater Runoff and Groundwater Recharge:**

A. Stormwater runoff shall be calculated in accordance with the following:

1. The design engineer shall calculate runoff using one of the following methods:

- i. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds (TR-55)*, dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at: [https://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb1044171.pdf](https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf); or
- ii. at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or
- iii. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at: <http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>.

1. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at Section 365-5. A.1.i and the Rational and Modified Rational Methods at Section 365-5. A.1. ii. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
2. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions,

hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.

In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.

3. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

- B. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at: <https://www.nj.gov/dep/njgs/pricelst/greport/gsr32.pdf>; or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

#### **Section 365-6. Sources for Technical Guidance:**

- A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at: [http://www.nj.gov/dep/stormwater/bmp\\_manual2.htm](http://www.nj.gov/dep/stormwater/bmp_manual2.htm).
1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.
  2. Additional maintenance guidance is available on the Department's website at: [https://www.njstormwater.org/maintenance\\_guidance.htm](https://www.njstormwater.org/maintenance_guidance.htm).
- B. Submissions required for review by the Department should be mailed to:  
The Division of Water Quality, New Jersey Department of Environmental Protection,  
Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

#### **Section 365-7. Solids and Floatable Materials Control Standards:**

- A. Site design features identified under Section 365-4. F above, or alternative designs in accordance with Section IV.G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section 365-7. A.2 below.
1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
    - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
    - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
2. The standard in A.1. above does not apply:
- i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
  - ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
  - iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
    - a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
    - b. A bar screen having a bar spacing of 0.5 inches.Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).
  - iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
  - v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

#### **Section 365-8. Safety Standards for Stormwater Management Basins:**

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Section 365-8. C.1, -8. C.2, and -8. C.3 for trash racks, overflow grates, and escape provisions at outlet structures.
- C. Requirements for Trash Racks, Overflow Grates and Escape Provisions
  1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:

- i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
  - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
  - iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
  - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
- i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
  - ii. The overflow grate spacing shall be no less than two inches across the smallest dimension
  - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
3. Stormwater management BMPs shall include escape provisions as follows:
- i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to 365-8.C, a free-standing outlet structure may be exempted from this requirement;
  - ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See 365-8. E for an illustration of safety ledges in a stormwater management BMP; and
  - iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontals to one vertical.

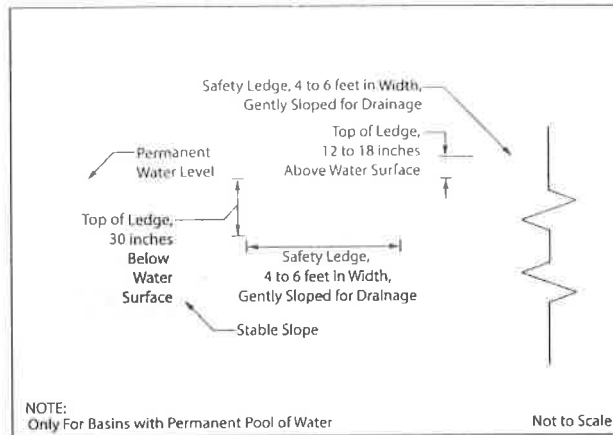
D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.



E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



**Section 365-9. Requirements for a Site Development Stormwater Plan:**

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section 365-9.C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit [specify number] copies of the materials listed in the checklist for site development stormwater plans in accordance with Section 365-9.C of this ordinance.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

C. Submission of Site Development Stormwater Plan. The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of Sections III through V are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section IV of this ordinance.
- ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high-water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section 365-10.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in Section IX.C.1 through IX.C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

**§365-10. Maintenance and Repair:**

A. Applicability

Projects subject to review as in Section 365-1.C of this ordinance shall comply with the requirements of Section 365-10. B and -10. C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.

2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under Section 365-10. B.3 above is not a public agency, the maintenance plan and any future revisions based on Section 365-10. B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.

Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.

6. The party responsible for maintenance identified under Section 365-10. B.3 above shall perform all of the following requirements:
  - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
  - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
  - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Section 365-10. B.6 and B.7 above.
  - iv. Submit a copy of the annual maintenance records and inspections to the Township Engineer no later than March 1<sup>st</sup> every year.
7. The requirements of Section 365-10. B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.
8. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or

refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.

9. Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

**Section 365-11. Penalties:**

Any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this chapter shall be subject to penalties. Unless otherwise specifically provided herein, any violation of the provisions of this chapter shall be punishable by a fine not to exceed \$1,000 or by imprisonment in the county jail for a term not to exceed 90 days, or both, at the discretion of the Municipal Court. Each day that the violation continues after a notice of violation and a reasonable opportunity to correct or remedy the violation shall constitute a separate violation.

**SECTION 3.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION 4.** Upon final passage and publication according to law, this ordinance shall become effective immediately.

Introduced:

Adopted:

Approved:

**NOT YET APPROVED**

Kathleen Miller Prunty  
Chair, Township Committee

Attest:

\_\_\_\_\_  
Patricia Donahue, RMC  
Municipal Clerk

Recorded Vote

Introduced

Adopted

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-156**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford that the salary for Janet Spricigo, Records Clerk within the Police Department, be and hereby is set at \$45,229.50 effective March 31, 2021.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

~~NOT YET APPROVED~~

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

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

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION 2021-157**

**BE IT RESOLVED**, by the Township Committee of the Township of Cranford on the 30<sup>th</sup> day of March, 2021, that the Tax Collector has been authorized to refund tax overpayments for the reason noted:

**County Board Judgement 2020 TAXES**

Block 265 Lot 2 QC134C, 217 Prospect Ave, Apt 12A-4C  
Diana Chaves & Joanne Muoio  
217 Prospect Ave., Apt 12A-4C  
Cranford, NJ 07016

**Refund \$ 610.26**  
(1-01-55-000-010-028)

**County Board Judgement 2020 TAXES**

Block 267 Lot 11.01, 309 Casino Avenue  
Brian & Maria Curry  
c/o Frank Ferruggia, Jr, Esq.  
2 University Plaza, Suite 100, PMB 1028  
Hackensack, NJ 07601

**Refund \$ 925.24**  
(1-01-55-000-010-028)

**County Board Judgement 2019 TAXES**

Block 267 Lot 11.01, 309 Casino Avenue  
Brian & Maria Curry  
c/o Frank Ferruggia, Jr, Esq.  
2 University Plaza, Suite 100, PMB 1028  
Hackensack, NJ 07601

**Refund \$ 619.40**  
(1-01-55-000-010-028)

**Resident Tax Overpayment**

Block 220 Lot 10 11 Elmora Avenue  
Arlene Gigon  
11 Elmora Avenue  
Cranford, NJ 07016

**Refund \$ 324.17**  
(1-01-55-000-010-025)

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held on March 30, 2021.

\_\_\_\_\_  
Date

**NOT YET APPROVED**

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-158**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford on the 30<sup>th</sup> day March, 2021, that the following checks will be refunded by the Tax Collector to the lien holder according to statutory requirements:

**Redemption of Certificate# 16-00002**

Block 138 Lot 41 – 3 Middlebury Lane  
Solomon Rubin, Esq.  
2077 Center Ave, Suite 6E  
Fort Lee, NJ 07024

**Refund:** \$117,247.46  
(1-01-55-000-010-029)  
**Premium:** \$71,100.00  
(T-15-00-000-106-000)

**Redemption of Certificate# 20-00010**

Block 265 Lot 2 Qual C131C-217 Prospect Ave 12A-1C  
US Bank Cust ACTLIEN Holding  
50 South 16<sup>th</sup> Street, Suite 2050  
Philadelphia, PA 19102

**Refund:** \$ 252.49  
(1-01-55-000-010-029)  
**Premium:** \$ 1,500.00  
(T-15-00-000-106-000)

**Redemption of Certificate# 20-00009**

Block 246 Lot 19 – 207 Locust Drive  
FIG CUST FIGNJ19LLC & SEC PTY  
PO Box 54226  
New Orleans, LA 70154

**Refund:** \$ 280.54  
(1-01-55-000-010-029)  
**Premium:** \$1,200.00  
(T-15-00-000-106-000)

**Redemption of Certificate# 20-00019**

Block 499 Lot 11 – 15 Pine Street  
ATCF II NJ LLC, TAXSERV AS CUST  
PO Box 69239  
Baltimore, MD 21264

**Refund:** \$ 25,396.08  
(1-01-55-000-010-029)  
**Premium:** \$58,800.00  
(T-15-00-000-106-000)

**Redemption of Certificate# 20-00022**

Block 554 Lot 95– 339 Centennial Ave  
FIG CUST FIGNJ19LLC & SEC PTY  
PO Box 54226  
New Orleans, LA 70154

**Refund:** \$ 559.08  
(1-01-55-000-010-029)  
**Premium:** \$1,200.00  
(T-15-00-000-106-000)

**Redemption of Certificate# 20-00023**

Block 573 Lot 12.01 – 112 Bryant Ave  
CHRISTIANA TC/F CE1/FIRSTTRUST  
PO Box 5021  
Philadelphia, PA 19111

**Refund:** \$ 16,135.00  
(1-01-55-000-010-029)  
**Premium:** 45,100.00  
(T-15-00-000-106-000)

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held March 30, 2021.

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

**NOT YET APPROVED**

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-159**

**WHEREAS**, the Cranford Woman's Club, has proposed a "Sip & Shop" event which will take place on Friday, May 7, 2021; and

**WHEREAS**, the Cranford Township Committee is in favor of allowing the event to be held on Alden Street, between North Union Avenue and Miln Street; and

**NOW THEREFORE, BE IT RESOLVED** that the Township Committee hereby approves the consumption of alcohol by the public, consistent with all applicable State laws and regulations, during said event.

**BE IT FURHTER RESOLVED** that the Township Committee of the Township of Cranford be and hereby authorizes the closure of Alden Street, between North Union Avenue and Miln Street from 3 p.m. to 11 p.m. on Friday, May 7, 2021 for the Woman's Club "Sip & Shop" event.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

\_\_\_\_\_  
Patricia Donahue, RMC  
Municipal Clerk

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



**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-160**

**A RESOLUTION TO UTILIZE THE THREE-YEAR AVERAGE METHOD IN  
COMPUTING CERTAIN REVENUES IN THE 2021 SWIM POOL UTILITY BUDGET**

**WHEREAS**, the Township of Cranford previously received authorization from the State of New Jersey, Division of Local Government Services to appropriate a special emergency for the COVID-19 affected revenue losses that occurred in the 2020 budget year in the Swimming Pool Utility Operating Fund; and

**WHEREAS**, the State of New Jersey, Division of Local Government Services now requires a resolution, from municipalities that desire to use a three-year average for the calculation of affected revenues in other operating funds, as provided under Section 1 of P.L. 2020, c.74 which amended N.J.S.A. 40A:4-26, for the 2021 Swim Pool Utility Budget Year; and

**WHEREAS**, the need to use the three-year average method to compute certain dedicated revenues in the 2021 Budget Year is beneficial to the Township, as well as necessary; and

**WHEREAS**, the selected dedicated revenues, and the three-year average amounts, are as follows:

| <u>Revenue from Swim Pool Utility:</u> | <u>Amount</u> |
|--|---------------|
| Membership Fees:                       | \$956,468.21  |
| Miscellaneous:                         | \$331,187.93  |

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Cranford, in the County of Union and State of New Jersey, that it approves the utilization of the three-year average method in computing certain dedicated revenues in the Township's 2021 Swim Pool Utility Budget; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution is to be forwarded to the Director of the Division of Local Government Services.

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held on March 30, 2021.

**NOT YET APPROVED**

---

Patricia Donahue, RMC  
Township Clerk

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

### CHIEF FINANCIAL OFFICER'S CERTIFICATION

I, Lavona Patterson, Chief Financial Officer of the Township of Cranford, in the County of Union and State of New Jersey, hereby certify that the request, and need, to use the three-year average method for certain dedicated revenues in the 2021 Swim Pool Utility Budget is based on a true account of the revenue losses during the 2020 budget year.

Revenue realized in the last three budget years, 2018-2020, the average of the three-years and the amount to be used in the 2021 Swim Pool Utility Budget are as follows:

| Swim Pool Utility<br>Revenue Category | Revenue Realized    |                     |                   | Three-Year<br>Average | Amount in<br>2021 Budget |
|---------------------------------------|---------------------|---------------------|-------------------|-----------------------|--------------------------|
|                                       | 2018                | 2019                | 2020              |                       |                          |
| Membership Fees                       | 1,193,691.30        | 1,175,505.35        | 500,207.99        | 956,468.21            | 956,468.21               |
| Miscellaneous                         | 480,138.27          | 485,891.52          | 27,534.01         | 331,187.93            | 331,187.93               |
|                                       | <u>1,673,829.57</u> | <u>1,661,396.87</u> | <u>527,742.00</u> | <u>1,287,656.15</u>   | <u>1,287,656.14</u>      |

---

Lavona Patterson, CMFO  
Township Chief Financial Officer

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-161**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford, that the Township Clerk be, and hereby is authorized to post advertisements to the Township's website and local newspaper for the solicitation of bids for services to be provided within the Township of Cranford for:

**“2021 CONCESSION RIGHTS FOR  
THE ORANGE AVENUE POOL CONCESSION STAND”**

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

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

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-162**

**WHEREAS**, on or about March 14, 2019, the Township of Cranford entered into a contract with Circelli Construction for Concession Rights for the Cranford Canoe Club; and

**WHEREAS**, said contract provided for the Contractor to operate said concessions for the 2019 and 2020 seasons; and

**WHEREAS**, said contract further provided for the extension of the contract for the 2021 and 2022 seasons at the option of the Township; and

**WHEREAS**, the Township Committee wishes to extend said contract for the 2021 season;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Cranford that the:

1. Aforementioned contract dated March 14, 2019 between the Township of Cranford and Circelli Construction be, and hereby is, extended to include the 2021 season; and
2. Sum to be paid by the Contractor to the Township for the 2021 season shall be \$4,242.00 and;
3. The Township Administrator be, and hereby is, authorized and directed to notify the Contractor of the extension granted herein.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

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

## AGREEMENT

This Agreement is entered into this 4 day of April 2019, between the **Township of Cranford**, a municipal corporation of the State of New Jersey, hereinafter called the "**Township**," having municipal offices located at the Municipal Building, 8 Springfield Avenue, in the Township of Cranford, County of Union, State of New Jersey, and **Ralph Circelli Services, LLC**, having an office located at 13 Mountain Avenue, Warren, New Jersey 07059, hereinafter referred to as the "**Contractor**."

### WITNESSETH:

**WHEREAS**, the Township advertised for proposals for Concession Rights for Cranford Canoe Club; and

**WHEREAS**, on March 14, 2019, the Township received, in total, one (1) proposal, from the Contractor, in the amount of \$4,200.00 for the Concession Rights for the 2019 summer season and \$4,200.00 for the Concession Rights for the 2020 summer season at the Cranford Canoe Club, Cranford, New Jersey; and

**WHEREAS**, by Resolution No.2019-158, the Township awarded the contract for the Concession Rights for the Cranford Canoe Club for the 2019 and 2020 summer seasons to the Contractor; and

**NOW, THEREFORE**, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

#### 1. PARTS OF CONTRACT

The parties agree that the terms and conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Agreement and

are binding on all parties as if all conditions contained in the Contract Documents were set forth in this Agreement:

- A. This Agreement
- B. Township Resolution 2019-158
- C. The Township's Request for Proposal
- D. The Contractor's Proposal dated March 12, 2019

In the event that any provision in one of the Contract Documents conflicts with the provisions of another of the Contract Documents, the provisions in the document first listed above shall govern, unless otherwise expressly stated herein.

2. TERM OF CONTRACT

A. This Agreement shall be effective for a period of Twenty-Seven (27) weeks for the 2019 and 2020 summer seasons, from the last Saturday in April to the first Sunday in November of each year. For the 2019 summer season this Agreement shall be effective from April 27, 2019 to November 3, 2019. For the 2020 summer season this Agreement shall be in effect from April 25, 2020 to November 1, 2020.

B. Option to Extend. The Township and Contractor shall have the option to extend this Agreement for the 2019 and 2020 pool seasons subject to the provisions of N.J.S.A. 40A:11-15.

C. Removal of Equipment Upon Expiration of Agreement. Within thirty (30) days of expiration of the First Extended Term, the Contractor shall remove from the concession stands, at its sole cost and expense, all of its equipment, food goods, and miscellaneous merchandise. The Contractor shall pay to the Township the reasonable cost to repair any damage to the concession buildings over and above normal wear and tear. If the Contractor is awarded the contract for the

following year, the Contractor may request in writing to the Township Director of Recreation/Swim Pool Utility, permission to leave its equipment on the pool premises for the operation of the next year's concession rights.

3. **SERVICES TO BE RENDERED**

The Township hereby grants to the Contractor, and the Contractor hereby accepts, the 2019 and 2020 Concession Rights to the Cranford Canoe Club located within the Township of Cranford for the respective summer seasons. The Contractor agrees to provide all services necessary for the following:

All necessary and proper services related to the operation of concessions at the Cranford Canoe Club for the 2019 and 2020 summer seasons in accordance with the terms set forth in this Agreement, the Township's Request for Proposals, the Contractor's Proposal and all other Contract Documents.

The Contractor declares and agrees that it will be responsible for the full performance and completion of all work to be done under this Agreement and by the execution hereof acknowledges that it has carefully informed itself regarding conditions pertaining to the work to be done. The Contractor warrants and guarantees that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents, and any work not so conforming to these standards may be considered defective. The Township has the right of approval with respect to all supervisors assigned to perform said work and can require a replacement of the supervisor if the Township is not satisfied with any supervisor.

4. **PAYMENT**

A. **Concession Rights Fee.** As consideration for the 2019 and 2020 summer season Concession Rights, the Contractor shall pay to the Township the total sum of \$4,200.00 for each summer season, which amount shall be paid as follows: one half of the concession fee shall be

paid April 1st or the date the contract is signed, whichever is earlier, with the balance paid in five (5) equal monthly payments on July 1st, August 1st, September 1st, October 1st and November 1st. A late fee of five percent (5%) per month shall be assessed to any amount not received by the fifth day of the month. If all outstanding fees and late charges are not received by the Township by the fifteenth (15th) day after the due date, the Township may, in its sole discretion, terminate this Agreement and retake possession of the premises. All fees and charges shall be made by certified check or money order made payable to the Township and delivered to the Township Finance Department at the Township's address set forth above. No personal checks will be accepted.

B. Security Deposit. The Contractor shall provide a cash deposit of One Thousand Dollars (\$1,000.00) as security to permit the use of concession stands exclusively by the Contractor and to insure timely removal of equipment and return of keys to the concession rooms. The deposit may be forfeited solely at the discretion of the Township for failure to remove said equipment or return of keys within thirty (30) days of the end of the respective pool season, or in the event of any damage to the property above normal wear and tear. Any and all repair cost, including labor, for such damages, as determined in the sole discretion of the Township Swim Pool Utility shall be deducted from the deposit. Any excess deposit monies shall be refunded to the Contractor. Any excess repair cost shall be paid to the Township by the Contractor within ten (10) days after written request for same from the Township.

##### 5. LABOR AND MATERIALS

The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, supplies, merchandise and all other materials and services necessary for the full and proper performance of this Agreement and to meet accepted



standards. The Contractor shall supervise and direct all work performed pursuant to this Agreement, utilizing the Contractor's best skill and attention and shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of work under the Agreement. In addition, the Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

**6. MAINTENANCE OF THE PREMISES**

The Contractor shall maintain the facilities in a clean condition and keep the premises free from accumulation of waste materials and rubbish, as well as any of the Contractor's tools, construction equipment, machinery and surplus materials and shall leave the work "broom clean" or its equivalent. The Contractor shall further maintain the facilities in a manner not disruptive to the area.

The Contractor shall be responsible and obligated for repair and restoration costs. Work shall be performed as approved by appropriate Township officials. The Contractor agrees that all personal property upon the premises shall be maintained at the risk of the Contractor and that the Township shall not be liable for any damages thereto or loss or theft thereof.

**7. COMPLIANCE WITH ALL LAWS**

A. The Contractor shall keep itself fully informed of, and observe and comply with, all federal, state, and local laws in any manner affecting those engaged or employed in the work and of all such orders and decrees from bodies having any jurisdiction or authority over the same. The Contractor shall obtain, at its sole cost and expense, any applicable permits or licenses from any government entity that has jurisdiction to require the same.

B. The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify the Township if the terms set forth herein are at variance therewith.

C. The Contractor shall protect and indemnify the Township, its officers and agents against any claim or liability arising from a violation of any law, regulation, ordinance, order or decree.

D. The Contractor shall abide by all health standards as directed by the Township Health Department.

E. The Contractor shall abide by all requirements and standards as directed by Stephen Robertazzi, the Township Director of Recreation and Parks/Swim Pool Utility and the Township Department of Recreation and Parks Department

F. The Contractor expressly acknowledges and agrees that the (i) Special Conditions And/Or Requirements and (ii) General Specifications for the 2019 and 2020 summer season Concession Rights for the Cranford Canoe Club are set forth in the Township's Request for Proposals are applicable to the 2019 and 2020 summer season Concession Rights and are expressly incorporated into this Agreement by reference as if fully set forth herein. The Contractor expressly acknowledges and agrees that it shall comply with all such conditions and specifications.

#### **8. NO LIENS**

The Contractor shall not permit or cause any liens to be filed against the premises or to any property belonging to the Township as a result of the Contractor's conduct or actions. If, as a result of any conduct or action of the Contractor, a lien is filed against the premises or other property of the Township, the Contractor agrees to have such lien discharged by bonding or otherwise within ten (10) days after notice of the filing of such lien is given to the Contractor.

9. NON-LIABILITY FOR INTERRUPTION OF SERVICES

The Township shall not be liable for the interruption of such services as heat, air-conditioning, water and light, alarm and rubbish removal services due to any cause whatsoever beyond the control of the Township and shall use due diligence to restore or to cause to be restored such services when interrupted.

10. RIGHTS OF THE TOWNSHIP

All work performed by the Contractor under this Agreement shall be subject to the inspection and approval by the Township. The Township and its representatives shall have the right to enter into and upon the premises at all times for the purpose of examining same and making such repairs or alterations therein as they may deem necessary, provided, however, the same does not materially and unreasonably interfere with the conduct of the Contractor's business.

11. INSURANCE

The Contractor shall maintain insurance and deliver certificates of insurance to the Township in amounts which shall not be less than the following limits:

- A. Workers' compensation and disability benefits insurance as required by law; such coverage also shall include the Standard Extension Endorsement (for the inclusion of diseases not otherwise covered by the policy).
- B. Comprehensive General Liability for bodily injury, personal injury and property damage, including damages from collapse, explosion, and underground structures, if applicable, at a limit of not less than \$1,000,000.00 combined single limit for damages arising out of injury to or destruction of property.
- C. Contractual liability insurance indemnifying and holding the Township harmless from any and all claims for personal injury or property damages resulting from the negligence of the Contractor or anyone working under its control.
- D. Comprehensive Automobile Liability applicable to all owned, non-owned and hired vehicles at a limit of not less than \$1,000,000.00 combined single limit for bodily injury and property damage for each incident.
- E. Fire insurance and products insurance for equipment and stock in trade for an amount not less than \$100,000.00

With the exception of workers' compensation, all insurance policies shall name the Township as an additional insured and shall require thirty (30) days' written notice to the Township prior to any cancellation or modification.

**12. INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the Township and its agents and employees from and against all claims, liabilities, damages, costs, losses, expenses, including attorney's fees, fines, penalties, suits, legal proceedings and any order entered therein, which may arise out of or result from the performance of the work under this Agreement by the Contractor, any subcontractor, or anyone liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Township or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or under workers' compensation acts, disability benefit acts or other employee benefit acts.

**13. WAIVER**

Neither the inspection by the Township nor any of its agents, nor any order, measurement, or certificate by the Township or its agent, nor any order by the Township for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the Township, nor an extension of time, nor any possession taken by the Township or its employees, shall operate as a waiver of any provisions of this Agreement or of any power herein reserved to the Township, or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. Any remedy provided for in this Agreement

shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the Township shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Agreement.

**14. AFFIRMATIVE ACTION**

The Contractor agrees that, during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The Contractor further agrees that it shall comply in all respects with the provisions of N.J.S.A. 10:5-31, et seq., and the regulations promulgated thereunder, the terms and conditions of which are set forth in the documentation attached hereto as Exhibit A and expressly made a part hereof. The Contractor shall, within seven (7) days after receipt of notification of intent to award this contract or receipt of the contract, whichever is sooner, provide the Township with a letter of Federal Affirmative Action Approval, a Certificate of Employee Information Report from the State of New Jersey, or a completed Form AA302.

**15. AMERICAN WITH DISABILITIES ACT**

As more fully set forth in Exhibit B attached hereto and made a part hereof, the Contractor agrees that during the performance of this Agreement, the Contractor will comply with the provisions of Title II of the American With Disabilities Act of 1990 (the "ADA"), 42 U.S.C. §12.101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto. The contractor shall defend, indemnify, protect, and hold harmless the Township, its agents, servants, and employees from and against any and all suits,

claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of any alleged violation of the ADA by the Contractor, its agents, servants, employees or subcontractors.

**16. SUCCESSORS AND ASSIGNS**

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Township and the Contractor and their respective successors, assigns and legal representatives. Neither the Township nor the Contractor shall have the right to assign, transfer, or sublet its interests or obligations hereunder without prior written consent of the other party.

**17. WRITTEN NOTICE**

All notices, requests or other communications pursuant to this Agreement shall be in writing and shall be sent pursuant to this Agreement by U.S. Mail, addressed as set forth above.

**18. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties, and no amendment, modification or addendum to this Agreement shall be effective unless in writing, dated subsequent to the date hereof, and executed by the duly authorized officers of the respective parties. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Section and this shall be deemed an essential term of the Agreement.

**19. VALIDITY**

If any term or conditions of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

20. COUNTERPARTS

This Agreement may be executed in several counterparts and by facsimile signatures, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any Party executing by facsimile signature shall provide original copies as soon as reasonably practicable.

21. GOVERNING LAWS AND VENUE

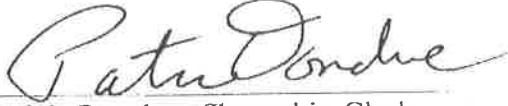
This Agreement is governed by the laws of the State of New Jersey, and any dispute arising under this Agreement shall be cognizable only in the Superior Court of New Jersey, Law Division, Union County.

[signatures on next page]

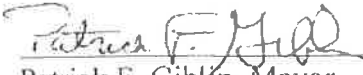
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their seals to be affixed the day and year above written.

WITNESS/ATTEST:

TOWNSHIP OF CRANFORD



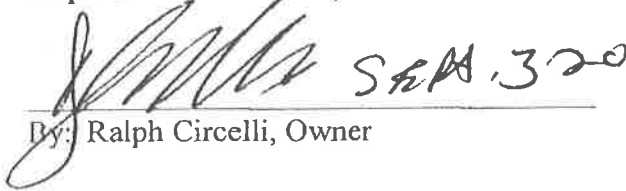
Patricia Donahue, Township Clerk



Patrick F. Giblin, Mayor

WITNESS/ATTEST:

Ralph Circelli Services, LLC



By: Ralph Circelli, Owner



ACKNOWLEDGEMENT

STATE OF NEW JERSEY :  
 : ss:  
COUNTY OF SOMERSET :

BE IT REMEMBERED that on this 2<sup>nd</sup> day of ~~April 2019~~ <sup>Sept. 2020</sup>, before me, the subscriber, personally appeared Ralph Circelli, who, being duly sworn on her oath, did depose and make proof to my satisfaction that she is the Owner and authorized representative of Ralph Circelli Services, LLC, the Company named herein, at that she executed the within instrument as the voluntary and authorized act and deed of the Company, for the uses and purposes therein expressed.

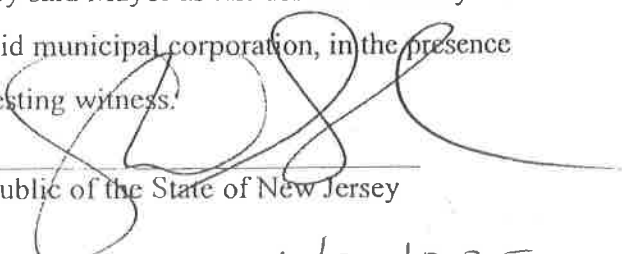
  
A Notary Public of the State of New Jersey

My Commission Expires on: \_\_\_\_\_

MARY K MORRIS  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JANUARY 27, 2025

ACKNOWLEDGEMENT

BE IT REMEMBERED that on this \_\_\_\_\_ day of April 2019, before me, the subscriber, personally appeared Patricia Donahue, who, being duly sworn on her oath, did depose and make proof to my satisfaction that she is the Township Clerk of the Township of Cranford, the municipal corporation named in the within instrument, that Patrick F. Giblin is the Mayor of the Township of Cranford, that the execution as well as the making of this instrument has been duly authorized by the Township Committee; that the seal of said municipal corporation is well known to deponent and that the seal affixed to said instrument is such corporate seal and was thereto affixed to said instrument, signed and delivered by said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who, thereupon subscribed her name as attesting witness.

  
A Notary Public of the State of New Jersey

My Commission Expires on: 4/30/2025

**SUZANNE M. WELSH**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 4/30/2025

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [222.state.nj.us/treasury/contract\\_compliance](http://222.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractor(s) shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

## EXHIBIT B

### AMERICANS WITH DISABILITIES ACT (42 U.S.C. §12.101 et seq.) EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Township of Cranford (hereafter "Township") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. §12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the ADA. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. The contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the ADA and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-163**

**DESIGNATING STEVENS & LEE, P.C. AS EXPERTS TO BE ENGAGED FOR  
GENERAL LITIGATION SERVICES**

**WHEREAS**, there exists a need to engage experts to provide General Litigation legal services for the Township of Cranford; and

**WHEREAS**, the Township of Cranford advertised for a Request for Qualifications/Proposals (RFQ/P) for the Provision of Various 2021 Professional Services through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Robert Donovan, Esq., of the firm McElroy, Deutsch, Mulvaney & Carpenter, LLP, responded and was deemed to have the background, experience and qualifications of the respondents satisfy the criteria set forth in the RFQ/P; and

**WHEREAS**, pursuant to Resolution 2021-05, McElroy, Deutsch, Mulvaney & Carpenter, LLP, was designated as experts to be engaged for General Litigation Services; and

**WHEREAS**, effective February 15, 2021, Robert Donovan, Esq., separated from McElroy, Deutsch, Mulvaney & Carpenter, LLP and joined the firm Stevens & Lee, with offices at 669 River Road, Suite 201, Elmwood Park, New Jersey 07407; and

**WHEREAS**, Robert Donovan, Esq., and Stevens & Lee, have affirmed and ratified the terms and conditions of Robert Donovan, Esq.'s response to the Township's RFQ/P.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Cranford, New Jersey that the firm Stevens & Lee, 669 River Road, Suite 201, Elmwood Park, New Jersey 07407, is approved to provide general litigation legal services in substitution for McElroy, Deutsch, Mulvaney & Carpenter, LLP.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

Patricia Donahue, RMC  
Township Clerk

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

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-164**

**RESOLUTION DETERMINING THAT CERTAIN PROPERTIES ON SOUTH AVENUE  
AND CHESTNUT STREET ARE DESIGNATED AS AN AREA IN NEED OF  
REHABILITATION**

**WHEREAS**, Iron Ore Properties LLC (“Iron Ore”) is the current owner or major partner of the entity which owns certain properties on South Avenue and Chestnut Street, and which properties Iron Ore has proposed to redevelop; and

**WHEREAS**, the specific properties proposed for rehabilitation are known as 201 Walnut Avenue, Block 484, Lot 19.01 (the “Walnut Avenue Property”); 100-126 South Avenue, Block 478, Lots 1.01, 1.02, 2, 3, 4, and 5 (the “South Avenue Property”); 32 High Street, Block 478, Lot 6; and 2 Chestnut Street, Block 483, Lot 18 (collectively, with the Walnut Avenue Property and the South Avenue Property, the “Properties”); and

**WHEREAS**, Iron Ore has proposed to develop the Walnut Avenue Property as an age-targeted development of residential units, and the South Avenue Properties as a mixed-use development project, both of which will include affordable housing units; and

**WHEREAS**, the Township of Cranford (the “Township”) has entered into a settlement with Fair Share Housing Center (“FSHC”) regarding the Township’s Third Round Affordable Housing obligation, pursuant to which FSHC and the Township agree that the Township’s proposed Housing Element and Fair Share Plan, which includes development of the Properties as described, satisfies the Township’s affordable housing obligations pursuant to the Fair Housing Act and the *Mt. Laurel* Doctrine; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-14, a municipal governing body has the power to determine a delineated area to be in need of rehabilitation; and,

**WHEREAS**, pursuant to Resolution 2020-270, the Township Committee of the Township of Cranford (“Township Committee”) requested that the Planning Board of the Township of Cranford (“Planning Board”) undertake a preliminary investigation of the Properties to assess whether the Properties meet one or more of the criteria for a rehabilitation designation pursuant to N.J.S.A. 40A:12A-14; and

**WHEREAS**, on September 16, 2020, the Planning Board appointed Topology to investigate whether the Properties meet one or more of the criteria for a rehabilitation designation and would qualify as an Area in Need of Rehabilitation; and

**WHEREAS**, on February 3, 2021, the Planning Board held their regular meeting wherein Topology presented its Area in Need of Rehabilitation Report dated January 28, 2021 and testified as to its conclusion that the Properties meet one or more of the statutory criteria and do qualify as an Area in Need of Rehabilitation; and

**WHEREAS**, the Planning Board, by motion, adopted the conclusions in the Topology Report and recommended referral of the Topology Report to the Township Committee and adoption of a resolution declaring the Properties an Area in Need of Rehabilitation; and

**WHEREAS**, the Township Committee has received, reviewed, and considered the Topology Report along with the Planning Board's recommendation that the Properties be declared an Area in Need of Rehabilitation at their February 23, 2021 meeting; and

**WHEREAS**, the Township Committee, by motion, approved this resolution in draft form to designate the Properties as an Area in Need of Rehabilitation and sent the draft resolution to the Planning Board for comment and recommendation pursuant to N.J.S.A. 40A:12A-14; and

**WHEREAS**, the Planning Board, by motion on March 17, 2021, has recommended approval of the draft resolution;

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Cranford, in the County of Union, New Jersey does hereby, pursuant to N.J.S.A. 40A:12A-14, declare that the land identified as 201 Walnut Avenue, Block 484, Lot 19.01; 100-126 South Avenue, Block 478, Lots 1.01, 1.02, 2, 3, 4, and 5; 32 High Street, Block 478, Lot 6; and 2 Chestnut Street, Block 483, Lot 18 qualifies and is designated as an Area in Need of Rehabilitation; and

**BE IT FURTHER RESOLVED** that the Township Committee of the Township of Cranford finds that a program of rehabilitation concerning these Properties are expected to prevent further deterioration and promote the overall development of the community through the development of

- i.) age-targeted housing that will provide a residential transition between Downtown Cranford and Cranford's residential neighborhoods;
- ii.) a revitalized mixed-use development consistent with Cranford's transit village designation; and
- iii.) the creation of affordable housing in the Township's Downtown zoning districts consistent with the Township's Master Plan, including Housing Element and Fair Share Plan; and

**BE IT FURTHER RESOLVED** that this determination shall authorize the municipality to use all those powers provided by the Legislature for use concerning this rehabilitation area.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

---

Patricia Donahue, RMC  
Township Clerk

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





## TOWNSHIP OF CRANFORD

### Planning Board

8 Springfield Avenue - Cranford, NJ 07016

Phone: (908) 709-7211 | Fax: (908) 276-7664

Kathy Lenahan | Land Use Administrator / Board Secretary

E-Mail: [K-Lenahan@CranfordNJ.org](mailto:K-Lenahan@CranfordNJ.org)

### *Via Interoffice Mail and Email*

To: Patricia Donahue  
Township Clerk

From: Kathy Lenahan  
Land Use Administrator

Date: March 18, 2021

Re: Referral of Township Resolution For Review - Resolution determining that certain properties on South Avenue and Chestnut Street are Designated as an Area In Need of Rehabilitation

---

The Planning Board at its regularly scheduled meeting on March 17, 2021, reviewed the Township Committee draft resolution determining that certain properties on South Avenue and Chestnut Street are designated as an Area In Need of Rehabilitation in accordance with N.J.S.A. 40A:12A-14. The Planning Board approved the form of the resolution as drafted and had no recommendations to make for any revisions.

### *Via Email:*

Cc: Jonathan Drill, Esq. Planning Board Attorney  
Kathleen Murray, Planning Board Chairwoman  
Jason Bottcher, Zoning Officer  
Ryan Cooper, Esq.

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-165**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford, at a meeting held March 30, 2021, that John Reyes be, and hereby is, appointed as an Intern in the Engineering Department, effective March 17, 2021 at a rate of \$15.00 per hour.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

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

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-167**

**BE IT RESOLVED**, by the Township Committee of the Township of Cranford, at a meeting held March 30, 2021, that additional appointments of the following individuals be made to the River Maintenance Committee for the year 2021 – Barbara Bilger, Kinney Clark, Andrew Cossa, Ann Dooley, Catherine Felegi, Tina Helmstetter, William Ilaria, William King, Paul LaCorte, Douglas Madsen, Michael Mason (Chair of River Heritage Walk Committee), Murielle Mason, Ronald Meeks, Nile Savino Mulcahy, Carolyn Pugliese, Hugh Welsh and Suzanne Welsh.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

---

Patricia Donahue, RMC  
Township Clerk

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

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-168**

**BE IT RESOLVED**, by the Township Committee of the Township of Cranford, at a meeting held March 30, 2021, that William McClave be and hereby is appointed as Assistant Superintendent of the Department of Public Works, effective April 1, 2021 at a rate of \$100,000.00 per year.

Certified to be a true copy of a resolution adopted by the Township Committee at a meeting held March 30, 2021.

**NOT YET APPROVED**

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

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

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-169**

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDERS NO. 1 AND NO. 2 FOR NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJ DOT) MUNICIPAL AID (MA) 2020 RETFORD AVENUE IMPROVEMENTS PROJECT FOR THE TOWNSHIP OF CRANFORD, UNION COUNTY, NEW JERSEY**

**WHEREAS**, by Resolution No. 2020-342, the Township Committee of the Township of Cranford authorized and approved an award of contract to American Asphalt & Milling Services, LLC, 96 Midland Avenue, Kearny, NJ 07032, for the New Jersey Department of Transportation (NJ DOT) Municipal Aid (MA) 2020 Retford Avenue Improvements Project with a total project price of \$372,609.70; and

**WHEREAS**, certain necessary items of extra work were required to be undertaken throughout the course of the project due to unforeseen field conditions; and

**WHEREAS**, the Township Engineer has reviewed and approved the construction item quantities and items of extra work as set forth in Change Order No. 1 and No. 2, a copy of which is attached to the original hereof; and

**WHEREAS**, Change Order No. 1 and No. 2 reflects an increase in the materials and work utilized in the amount of \$11,900.00 (3.19 per cent (%) increase); and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available within the current and/or previously adopted budget for said purpose.

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Cranford, Union County, New Jersey that the above referenced Change Orders No. 1 and No. 2 for the NJ DOT MA 2020 Retford Avenue Improvements Project is awarded to American Asphalt & Milling Services LLC with an amended contract amount of \$384,509.10.

**BE IT FURTHER RESOLVED** that said contract amount shall be charged to Account No. C-04-20-006-000-201.

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

I, Patricia Donahue, Township Clerk of the Township of Cranford, in the County of Union, State of New Jersey, do hereby certify that the forgoing is true and correct copy of a Resolution adopted by the Township Committee of the Township of Cranford, County of Union, State of New Jersey at a regular meeting of said Committee held on March 30, 2021.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Cranford in the County of Union and State of New Jersey this 30<sup>th</sup> day of March 2021.

Date: \_\_\_\_\_

\_\_\_\_\_  
Patricia Donahue, RMC  
Township clerk

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021 –170**

**WHEREAS**, there exists a need for the Township of Cranford to engage an expert to provide Planning services in connection with the preparation of a Redevelopment Plan for specific properties designated as an area in need of rehabilitation and known as 201 Walnut Avenue, Block 484, Lot 19.01; 100-126 South Avenue, Block 478, Lots 1.01, 1.02, 2, 3, 4, and 5; 32 High Street, Block 478, Lot 6; and 2 Chestnut Street, Block 483, Lot 18; and

**WHEREAS**, the Township of Cranford advertised for a Request for Qualifications/Proposals (RFQ/P) for the Provision of Various 2021 Professional Services through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, pursuant to Resolution 2021-21, the Township of Cranford deemed that the background, experience, and qualifications of Topology NJ, LLC satisfied the criteria set forth in the RFQ/P, and designated Topology as a firm for providing the Township planning services; and

**WHEREAS**, the Chief Financial Officer and the Director of Finance has certified to the availability of funds upon adoption of the 2021 municipal budget which is on file in the office of the Township Clerk.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Cranford, New Jersey, as follows:

1. Topology NJ, LLC, 60 Union Street, #1N, Newark, New Jersey 07016, be and hereby is awarded a contract to provide planning services, at a cost not to exceed \$25,000, in connection with the preparation of a Redevelopment Plan for 201 Walnut Avenue, Block 484, Lot 19.01; 100-126 South Avenue, Block 478, Lots 1.01, 1.02, 2, 3, 4, and 5; 32 High Street, Block 478, Lot 6; and 2 Chestnut Street, Block 483, Lot 18; and
2. The Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Topology NJ, LLC; and
3. This contract is awarded pursuant to the “fair and open” process, N.J.S.A. 19:44A-20.5.

**BE IT FURTHER RESOLVED** that said contract amount shall be charged to Account No. 1-01-20-100-100-216.

Certified to be a true copy of a resolution adopted by the Township Committee at a meeting held March 30, 2021.

**NOT YET APPROVED**

Patricia Donahue, RMC  
Township Clerk

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

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-171**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford that the 150<sup>th</sup> Anniversary Board be, and hereby is, permitted to post a sign/banner on municipal property in connection with Cranford's 150<sup>th</sup> Anniversary Celebration.

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

---

Patricia Donahue, RMC  
Township Clerk

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

**CRANFORD 150th**

**1871**



**2021**

**ANNIVERSARY**



**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-173**

**A RESOLUTION APPROVING THE AFFORDABLE HOUSING SPENDING PLAN  
FOR THE TOWNSHIP OF CRANFORD**

**WHEREAS**, on November 12, 2019, the Township of Cranford (“Township”) signed a settlement agreement with Fair Share Housing Center (“FSHC”) which established the Township’s fair share obligation and preliminarily approved the Township’s compliance mechanisms in accordance with the March 10, 2015 decision of the Supreme Court, which transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (“COAH”) to designated Mount Laurel trial judges within the Superior Court; and

**WHEREAS**, on January 26, the Township of Cranford (“Township”) approved an amended settlement agreement with FSHC; and

**WHEREAS**, the Township has prepared a Spending Plan, pursuant to N.J.A.C. 5:93-5.1 et., seq. and consistent with P.L.2008, c.46 Council on Affordable Housing (“COAH”) which projects anticipated revenues to the Township’s Affordable Housing Trust Fund and describes anticipated expenditures of funds through the end of the Third Round; and

**WHEREAS**, the Township requires approval of its Spending Plan in order to utilize any of the funds within the Affordable Housing Trust Fund; and

**WHEREAS**, the Township desires to submit its Spending Plan to the Court in connection with the Compliance Action for review and approval.

**NOW THEREFORE BE IT RESOLVED**, the Governing Body of the Township of Cranford, County of Union, and the State of New Jersey hereby adopts the Spending Plan that is attached hereto as Exhibit A and requests that the Court review and approve the Township’s Spending Plan, so that it can expend funds in its Affordable Housing Trust Fund.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

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

# Cranford Township

## Union County



# Development Fee Spending Plan

March 2021

Prepared in Consultation with Banisch Associates, Inc.

The original document was appropriately signed and sealed on \_\_\_\_\_ in  
accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

---

Francis J. Banisch III, PP, AICP  
Professional Planner License No. 1686

## **INTRODUCTION**

Cranford Township has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the municipality on December 10, 2013. The ordinance establishes the Cranford Township affordable housing trust fund for which this spending plan is prepared.

As of August 31, 2020, Cranford Township has collected \$166,431 plus \$202 in accrued interest for a total of \$166,633. The Township expended \$87,424, resulting in a balance of \$79,209\* as of August 31, 2021.

All development fees, including any payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Investors Bank, Cranford for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

The Township of Cranford in Union County was a party to Mt. Laurel litigation entitled Lehigh Acquisition Corp. v. Township of Cranford et als. and Cranford Development Associates, LLC et als. v. Township of Cranford et als., Docket Nos. UNN-L:-0140-08 and UNN-L-003759-08 The Governing Body of the Township of Cranford petitioned the Court for Judgment of Compliance and Repose on April 22, 2013 and received said Judgment based on the Court's approval of its adopted Housing Element and Fair Share Plan, including the development fee ordinance, on May 22, 2013.

## **1. REVENUES FOR CERTIFICATION PERIOD**

To calculate a projection of revenue anticipated during the period of third round substantive certification, Cranford Township considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals; None
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; None
3. Future development that is likely to occur based on historical rates of development. The Fair Share Plan calls for considerable inclusionary market-to-affordable units and 100% affordable development, which will pay no development fees. However, based on historical development rates, Cranford expects to collect \$118,032(166,431divided by 6 and multiplied by 4.25)) by July 2025. Additionally, development fees are expected from the commercial development at 750 Walnut Avenue (\$170,500) and 517 Centennial (\$13,625). Thus, combined historic and anticipated development fees are expected to total \$336,849 by July 2025.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers NA

(c) Other funding sources:

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

Over the 6 years between 2014 and 2021, Cranford Township collected \$166,633 in development fee revenue, including \$202 interest. Cranford projects collecting a total of \$118,032 plus \$3,000 interest, between March 2021 and July 2025.

Combined with the \$79,209 trust fund balance as of February 28, 2021, Cranford estimates that a total of roughly \$384,366 plus \$3,000 interest will become available through development fees to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

| SOURCE OF FUNDS                                    | PROJECTED REVENUES – AFFORDABLE HOUSING TRUST FUND |          |          |          |                   |           |  |
|--|--|----------|----------|----------|-------------------|-----------|--|
|  | 3-1-2021 through 6-30-2025                         |          |          |          |                   |           |  |
|  | 2021   | 2022     | 2023     | 2024     | 2025<br>Q1 and Q2 | Total     |  |
| (a) Development fees Residential & Non-residential | \$23,606   | 23,606   | \$23,606 | 23,606   | \$23,606          | \$118,032 |  |
| Approved Development                               | None   | None     | None     | None     | None              | -         |  |
| Development Pending Approval                       | None   | None     | None     | None     | None              | -         |  |
| Projected Development                              | \$36,825   | \$36,825 | \$36,825 | \$36,825 | \$36,825          | \$184,125 |  |
| (b) Payments In Lieu of Construction               | N/A  | N/A      | N/A      | N/A      | N/A               | 0         |  |
| (c) Other Funds (Specify source(s))                | N/A  | N/A      | N/A      | N/A      | N/A               | 0         |  |
| (d) Interest*                                      | \$600  | \$600    | \$600    | \$600    | \$600             | \$3,000   |  |
| <b>Total</b>                                       |  |          |          |          |                   | \$305,157 |  |

\*1% interest on incoming deposits into the account.

## 2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Cranford:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Cranford Township's development fee ordinance for both residential and non-residential developments in accordance with COAH's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

§255-6: Affordable Housing Development Fees provides that in the event of an increase in density related to a "d" variance, a development fee of 6% of the equalized assessed value for each additional unit is imposed, circumstances permitting. For new construction where no increase in density is permitted, a 1.5% fee is imposed. For nonresidential projects, a 2.5% fee is imposed for all new nonresidential construction on unimproved lots. A 2.5% fee is imposed for nonresidential additions to existing structures unless exempted. A 2.5% fee is imposed on nonresidential structures that are demolished and replaced.

Fees are not imposed for new construction/expansion that does not increase the number of dwelling units on a given property or if a residential structure is demolished / reconstructed as a result of a fire, flood, or other natural disaster. There are additional exemptions to the affordable housing development fee that are outlined in the ordinance. Zoning and Building coordinates whether or not the Tax Assessor is a required prior approval on a development application based upon the ordinance cited above.

(b) Distribution of development fee revenues:

***Rehabilitation Program***

The Township will issue all payments, which may be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Case Manager that all contractor's documents have been submitted in accordance with program procedures, the Case Manager will submit to the Township:

- Program's Request for Payment form with homeowner's and Program's written approval
- Contractor signed Township Purchase Order with payment amount identified
- Copy of change order, if one occurred

The payment request is to be sent to the Municipal Clerk for receipt no later than two weeks in advance of the Township Bill List (dates on Municipal website). The Township will forward to the Case Manager a copy of the executed payment to the contractor for case file records.

Upon job completion, the combined Township payments will total the Construction Agreement, including all applicable change order(s) if any, and minus homeowner contribution, if any. The combined Township payments will also match the final Township Voucher amount. Progress and final payments will be made payable to the contractor.

### ***Market to Affordable***

CGP&H will employ several strategies to recruit interested buyers into the M2A Program. The Program will affirmatively market in accordance with the Township's Affirmative Marketing Plan. Applicants will be instructed to submit their preliminary applications during a 120-day affirmative marketing period. Interested applicants will be assigned a random number which will establish their lottery standing for this program. After this initial randomization, priority will be determined by the date the applicant joined the waiting list to purchase a home in Cranford.

Interested buyers can submit on-line preliminary applications directly from the Current Listings, or from the Cranford Market to Affordable Program web page. The webpage will provide detailed listings on currently available housing opportunities and the net costs after Township affordability assistance programs.

If the interested household meets basic eligibility criteria such as under the minimum income limits, they will be instantly invited to visit their own personalized Affordable Homes New Jersey profile. On their profile, they will be able to see whether they qualify to purchase specific types of homes depending on their income, household size, and down payment.

CGP&H will review the additional information and determine the household's preliminary eligibility. Following the randomization, applicants will follow the process for buying an affordable home as outlined at Section V(B) "Buying an Affordable Home" in the Cranford Administrative Agent Manual. Upon closing, proper deed and mortgage documents as required to be recorded under UHAC to ensure its continued affordability will be completed. Proceeds from the sale will go towards Cranford's Affordable Housing Trust Fund.

### ***Affordability Assistance***

#### ***One Month's Rent Program***

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Township and prepares resolution authorizing grant.
4. Township adopts Resolution.

5. Township sends assistance directly to landlord.
6. CGP&H records assistance on master reporting spreadsheet.

*Down Payment and/or Closing Cost Assistance Program*

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Township and prepares resolution authorizing award.
4. Township adopts Resolution.
5. Township disperses funds directly to escrow account or provides check to CGP&H to bring to closing.
6. The Repayment Agreement, Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original recorded mortgage and mortgage note shall be retained by the Program Administrator and kept in the unit file.
7. Title company will record the Mortgage as part of the closing documents.
8. The administrative agent will send the Agreement to the Township to obtain the Mayor's signature; once executed the Program Administrator will send a copy to the owner.

**3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS**

**(a) Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)**

Cranford Township will dedicate \$45,183 from development fees to rehabilitation.:

**(b) Affordability Assistance (N.J.A.C. 5:97-8.8)**

Cranford will spend a minimum of 30 percent of development fee revenue to render existing affordable units more affordable and one-third of that amount will be dedicated to very low-income households (i.e. households earning less than 30 percent of the regional median income).

Projected minimum affordability assistance requirement:

|   |          |           |
|---|----------|-----------|
| Actual development fees through 2-28-2021   |          | \$166,431 |
| Actual interest earned through 2-28-2021  | +        | \$202     |
| Development fees projected 3-1-2021 to 7-1-2025   | +        | \$302,157 |
| Interest projected 3-1-2021 to 7-1-2025   | +        | \$3,000   |
| Less housing activity expenditures through 8-31-2020  | -        | \$87,424  |
| <b>Total</b>  | =        | \$384,366 |
| 30 percent requirement  | x 0.30 = | \$115,310 |
| Less Affordability assistance expenditures through 8-30-2020  | -        | 0         |
| <b>PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2009 through 12/31/2018</b>                 | =        | \$115,310 |
| <b>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2009 through 12/31/2018</b> | ÷ 3 =    | \$38,437  |

Cranford will dedicate \$115,310 from the affordable housing trust fund to render units more affordable, including \$38,437 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

1. ***One Month's Rent*** – Cranford Township will pay for one month's rent for renters moving into deed restricted affordable units. This assistance is a grant and does not need to be paid back. Due to likely timing issues related to when assistance is requested and when the check can be issued by Cranford, the tenant will likely need to pay the first month's rent and the assistance will be applied to a future month's rent payment. Priority will be given to very-low income households.
2. ***Down Payment and/or Closing Cost Assistance*** – Affordability Assistance funds for down payment and/or closing costs will help income-qualified households achieve the goal of homeownership. The goal of the program is to provide financial assistance to income-qualified homebuyers moving into affordable housing in Cranford.

(c) **Administrative Expenses (N.J.A.C. 5:97-8.9)**

Cranford plans to spend 20% of the projected \$384,366, or \$76,873 from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, which are subject to the 20 percent cap, include:

Staff administrative services and professional services (attorney, planner, engineer and administrative agent) including but not limited to:

- Preparation of Housing Element and Fair Share Plan
- Coordination of Court and/or COAH activities
- Any other eligible expenses as may become necessary or appropriate

The Township will also pay for the Special Master's services, and for professional fees charged for implementing the Township's affordable housing program.

#### **4. EXPENDITURE SCHEDULE**

Cranford Township intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. Where applicable, the creation/rehabilitation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows.



| PROJECTS/<br>PROGRAMS             | PROJECTED EXPENDITURE SCHEDULE 2021-2025 |          |          |          |          |           |
|-----------------------------------|--|----------|----------|----------|----------|-----------|
|                                   | 2021                                     | 2022     | 2023     | 2024     | 2025     | Total     |
| Market to Affordable Program      |  | 30,000   | 30,000   | 60,000   | 30,000   | \$150,000 |
| Affordability assistance          | \$23,062                                 | \$23,062 | \$23,062 | \$23,062 | \$23,062 | \$115,310 |
| Rehabilitation (development fees) | \$9,036                                  | \$9,036  | \$9,036  | \$9,036  | \$9,039  | \$45,183  |
| Administration                    | \$15,375                                 | \$15,375 | \$15,375 | \$15,375 | \$15,375 | \$76,873  |
| Anticipated Total                 |  |          |          |          |          | \$387,366 |

## 5. EXCESS OR SHORTFALL OF FUNDS

Pursuant to the Housing Element and Fair Share Plan, the governing body of Cranford has adopted a resolution agreeing to fund any shortfall of funds required for implementing. In the event that a shortfall of anticipated revenues occurs, the Township of Cranford has pledged to satisfy the shortfall in funds either through the general budget or by bonding, as stated in the Township's Resolution of Intent to Bond. A copy of the adopted resolution is attached.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to rehabilitate units or for market to affordable units.

## 6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with Cranford Township's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5.

## SUMMARY

Cranford Township intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the housing element and fair share plan dated February 19, 2021.

Cranford Township had an affordable housing trust fund balance of \$79,209 as of February 28, 2021, and anticipates an additional \$305,157 in development fee revenues and interest before July 1, 2025 for a total of \$387,366. Municipal development fees will provide \$150,000 to fund the market to affordable program and \$45,183 to fund rehabilitation. Cranford will also dedicate \$115,310 to render units more affordable, and \$76,873 to administrative costs. Any shortfall of funds will be offset by municipal bonding. The municipality will dedicate any excess funds toward its rehabilitation and market to affordable program.

| <b>SPENDING PLAN SUMMARY</b>         |             |
|--------------------------------------|-------------|
| Balance as of August 21, 2020        | \$79,209    |
| <b>PROJECTED REVENUE 2021-2025</b>   |             |
| Development fees                     | + \$305,157 |
| Payments in lieu of construction     | + \$NA      |
| Interest                             | + \$3,000   |
| <b>TOTAL DEVELOPMENT FEE REVENUE</b> | = \$387,366 |
| <b>EXPENDITURES</b>                  |             |
| Funds used for New Construction      |             |
| Affordability Assistance             | - \$115,310 |
| Administration                       | - \$76,873  |
| Additional Housing Activity          |             |
| 1. Market to Affordable Program      | - \$150,000 |
| 2. Rehabilitation Program            | - \$45,183  |
| <b>TOTAL PROJECTED EXPENDITURES</b>  | = \$387,366 |
| <b>REMAINING BALANCE</b>             | = \$0.00    |

DRAFT

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION 2021-174**

**A RESOLUTION APPROPRIATING FUNDS OR BONDS IN THE EVENT OF A  
SHORTFALL IN FUNDING FOR THE TOWNSHIP'S SPENDING PLAN  
(HOUSING ELEMENT AND FAIR SHARE PLAN)**

**WHEREAS**, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on November 20, 2018, the Township of Cranford (hereinafter "Cranford" or the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division, seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan, to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

**WHEREAS**, the Township simultaneously, and ultimately secured, a protective order providing Cranford immunity from all exclusionary zoning lawsuits while it pursues approval of its Housing Element and Fair Share Plan, which is still in full force and effect; and

**WHEREAS**, the Township adopted its Housing Element and Fair Share Plan on or about March 9, 2021; and

**WHEREAS**, the Township has prepared a Spending Plan consistent with N.J.A.C. 5:97-8.1 – 8.14 and P.L. 2008, c.46; and

**WHEREAS**, in the event the funding sources as identified in the Spending Plan prove inadequate to complete the affordable housing programs included in the Township's Housing Element and Fair Share Plan, and any future amendments thereof; and to the extent permitted by law, the Township shall provide sufficient funding to address any shortfalls;

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Cranford in the County of Union, and the State of New Jersey, that the Township does hereby agree to appropriate funds or authorize the issuance of debt to fund any shortfall in its Spending Plan that may arise whether due to inadequate funding from other sources or for any other reason; and

**BE IT FURTHER RESOLVED** that the Township may repay debt through future collections of development fees and in-lieu contributions, as such funds become available; and

**BE IT FURTHER RESOLVED** that the Mayor, Township Administrator, and Township Clerk are authorized and designated to execute any and all necessary documents in order to implement the intent of this Resolution.

Certified to be a true copy of the resolution appropriating funds or bonds in the event of a shortfall in funding for the Township's Spending Plan for the Township of Cranford, County of Union March 30, 2021.

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

\_\_\_\_\_  
Patricia Donahue, RMC  
Township Clerk

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-175**

**RESOLUTION COMBINING SEVERAL AUTHORIZATIONS OF BONDS INTO A  
SINGLE ISSUE AND PRESCRIBING THE DETAILS AND BOND FORM THEREOF  
FOR \$9,700,000 GENERAL IMPROVEMENT BONDS DATED MAY 1, 2021**

**WHEREAS**, the bond ordinances hereinafter described have been duly adopted and it is necessary to provide for the issuance of the bonds authorized by such bond ordinances;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Cranford, in the County of Union, New Jersey (the "Township"), as follows:

Section 1. There shall be issued at this time \$1,559,675 of the bonds authorized pursuant to Bond Ordinance No. 2012-15 adopted by the Township Committee of said Township on June 12, 2012. The bonds are issued to finance the reconstruction of the lower level and other improvements to the Municipal Building due to damage caused by Hurricane Irene in, by and for the Township. The period of usefulness of the purpose to be financed by such bond ordinance is a period of 15 years computed from the date of such bonds.

Section 2. There shall be issued at this time \$155,125 of the bonds authorized pursuant to Bond Ordinance No. 2012-19 adopted by the Township Committee of said Township on June 26, 2012. The bonds are issued to finance the undertaking of the North Avenue Station Plaza Pedestrian Safety Improvement Project; and the reconstruction of West End Place (Section 2 - from Orchard Street to Norman Place) and Holly Street (Section 3 - from Eastman Street to Orchard Street), all in, by and for the Township. The average period of usefulness of the several purposes to be financed by such bond ordinance is a period of 10 years computed from the date of such bonds.

Section 3. There shall be issued at this time \$847,383 of the bonds authorized pursuant to Bond Ordinance No. 2012-21 adopted by the Township Committee of said Township on July 17, 2012. The bonds are issued to finance the acquisition of a radio system to meet Federal mandates for narrow band compliance for the use of various Township departments, offices and agencies and a radio transmitter for the use of the Fire Department; the undertaking of various improvements to public buildings and property consisting of underground storage tank remediation at the Fire Department, replacement of the reception desk at the Municipal Building, rehabilitation of Roosevelt Park and desilting the Rahway River in the vicinity of Crescent Place; the acquisition of a street sweeper for the use of the Department of Public Works ("DPW"); the reconstruction of Lincoln Park East (approximately 300 feet south from Centennial Avenue) and Winans Avenue (from Centennial Avenue to Meeker Avenue), replacement of curbs and sidewalks at various locations and replacement of brick pavers at various downtown locations; and the undertaking of improvements to the Carpenter Place Detention Basin and sanitary sewer improvements at various locations, all in, by and for the Township. The average period of usefulness of the several purposes to be financed by such bond ordinance is a period of 17.81 years computed from the date of such bonds.

Section 4. There shall be issued at this time \$36,663 of the bonds authorized pursuant to Bond Ordinance No. 2013-03 adopted by the Township Committee of said Township on March 26, 2013. The bonds are issued to finance the acquisition of computer equipment for the use of various Township departments, offices and agencies in, by and for the Township. The period of usefulness of the purpose to be financed by such bond ordinance is a period of 5 years computed from the date of such bonds.

Section 5. There shall be issued at this time \$410,976 of the bonds authorized pursuant to Bond Ordinance No. 2013-15 adopted by the Township Committee of said Township on July 16, 2013. The bonds are issued to finance the acquisition of utility vehicles/lawn mowers, a mason dump truck with plow, a dump body and pickup truck with plow for the use of the DPW, an ambulance for the use of the Fire Department and a copier for the use of the Municipal Clerk; the planting of shade trees at various locations; and the upgrading of the HVAC control system at the Community Center and Public Library and acquisition of 9-1-1 emergency communications equipment and digital fingerprint scanning equipment for the use of the Police Department, all in, by and for the Township. The average period of usefulness of the several purposes to be financed by such bond ordinance is a period of 6.86 years computed from the date of such bonds.

Section 6. There shall be issued at this time \$1,023,440 of the bonds authorized pursuant to Bond Ordinance No. 2013-16 adopted by the Township Committee of said Township on July 16, 2013. The bonds are issued to finance the resurfacing and reconstruction of Winans Avenue and South Union Avenue (Phase 1 - from Lincoln Avenue to Washington Place); the resurfacing and reconstruction of the following streets (entire lengths unless otherwise noted): Cayuga Road, Ramapo Road, Park Street, Park Terrace, Watchung Avenue (from cul-de-sac to Albany Avenue) and Herning Avenue (from Summit Avenue to Dunham Avenue); the desilting of the Rahway River at various locations; the undertaking of drainage and storm sewer improvements at Dietz Street; and the replacement of curbs and sidewalks at various locations, all in, by and for the Township. The average period of usefulness of the several purposes to be financed by such bond ordinance is a period of 12.04 years computed from the date of such bonds.

Section 7. There shall be issued at this time \$621,960 of the bonds authorized pursuant to Bond Ordinance No. 2014-06 adopted by the Township Committee of said Township on March 11, 2014. The bonds are issued to finance the supplemental funding for the undertaking of the North Avenue Station Plaza Pedestrian Safety Improvement Project; and the replacement of automated parking pay stations at various locations, all in, by and for the Township. The average period of usefulness of the several purposes to be financed by such bond ordinance is a period of 13.22 years computed from the date of such bonds.

Section 8. There shall be issued at this time \$1,619,518 of the bonds authorized pursuant to Bond Ordinance No. 2014-14 adopted by the Township Committee of said Township on July 15, 2014. The bonds are issued to finance the resurfacing or reconstruction of various Township roads; the reconstruction of Lincoln Avenue (Section 3 - from the vicinity of Thomas Street to the vicinity of Walnut Avenue); the replacement of curbs and sidewalks at various locations; the replacement of the DPW Garage doors and acquisition of a street sweeper and manhole frames and covers and catch basins for the use of the DPW; the acquisition of a dump truck and a dump body for a vacuum

sweeper for the use of the DPW and a bucket truck for the use of the Police Department; the acquisition of a dispatch system and an alarm panel for the use of the Police Department and various communications equipment for the use of the Fire Department; the undertaking of various improvements to the Train Station tunnel; and the undertaking of the following park improvements: removal of an old building foundation and regrading and seeding such area, and making other improvements, at Sherman Park, installation of playground equipment at Roosevelt Park and improvements to various parks, all in, by and for the Township. The average period of usefulness of the several purposes to be financed by such bond ordinance is a period of 10.03 years computed from the date of such bonds.

Section 9. There shall be issued at this time \$1,013,680 of the bonds authorized pursuant to Bond Ordinance No. 2015-24 adopted by the Township Committee of said Township on July 14, 2015. The bonds are issued to finance the resurfacing and reconstruction of various Township roads and the Centennial Avenue Pool parking lot; the reconstruction of Lincoln Avenue (Section 4 - from the vicinity of Mansion Terrace to the vicinity of Retford Avenue); the construction of handicapped access ramps at various locations; the replacement of curbs and sidewalks at various locations; the undertaking of the engineering design phase of the Orchard Brook Bank Stabilization Project; the undertaking of storm sewer improvements at various locations; the construction of a concession stand and rest rooms at Memorial Field; the undertaking of various improvements to public buildings consisting of replacement of the roll down gate with a clear window at the Health Department in the Municipal Building and replacement of the flooring at the Firehouse vehicle area; the acquisition of a dump truck for the use of the DPW, laptop computers for the use of the Fire Department and a zodiac boat, in-vehicle digital video system equipment, in-vehicle computer equipment and e-ticket system equipment for the use of the Police Department; the acquisition of an asphalt hot box and manhole frames and covers and catch basins for the use of the DPW; the installation of a generator at the Firehouse and acquisition of portable generators for the use of the Police Department; the acquisition of a replacement radio antenna for the use of TV-35; and the replacement of sidewalk pavers at various locations and Victorian lighting improvements at Eastman Plaza, all in, by and for the Township. The average period of usefulness of the several purposes to be financed by such bond ordinance is a period of 10.20 years computed from the date of such bonds.

Section 10. There shall be issued at this time \$190,963 of the bonds authorized pursuant to Bond Ordinance No. 2016-12 adopted by the Township Committee of said Township on June 14, 2016. The bonds are issued to finance the resurfacing or reconstruction of various Township roads; the reconstruction of Lincoln Avenue (Section 5 - from Denman Road to South Avenue); the construction of handicapped access ramps at various locations; the replacement of curbs and sidewalks at various locations; the undertaking of storm sewer improvements at various locations; the undertaking of various improvements to public buildings and property consisting of: replacement of the salt dome roof, lighting upgrade at the Cranford Crossing Parking Garage, installation of security cameras at various locations, rehabilitation of the basketball courts at Lincoln Park and renovation of the Council Chambers in the Municipal Building; the acquisition of computer equipment, a pickup truck with plow, a dump truck and milling attachment for a backhoe for the use of the DPW, computer equipment, bailout systems, turnout gear, a document management computer system and self-contained breathing apparatus equipment for the use of the Fire Department, a pickup truck and defibrillators for the use of the Police Department and a senior bus for the use of

Parks and Recreation; the acquisition of a backhoe, a trailer with wet lines and a loader for the use of the DPW and a tire changer and wheeling balancing machine and a line painting machine for the use of the Police Department; the repainting of street lights and replacement of light fixtures on street lights; and the undertaking of the "paperless" document management and storage project for the use of various Township departments, offices and agencies and interior painting and acquisition of new additional furnishings at the Municipal Building, all in, by and for the Township. The average period of usefulness of the several purposes to be financed by such bond ordinance is a period of 10.26 years computed from the date of such bonds.

Section 11. There shall be issued at this time \$1,763,158 of the bonds authorized pursuant to Bond Ordinance No. 2017-05 adopted by the Township Committee of said Township on May 23, 2017, as amended by Bond Ordinance No. 2019-05 adopted by the Township Committee of said Township on May 28, 2019. The bonds are issued to finance the replacement of the traffic light at the intersection of Alden Street and North Union Avenue, improvements to various dams and resurfacing or reconstruction of various Township roads; the reconstruction of South Union Avenue (from Lincoln Avenue to the vicinity of James Avenue); the construction of handicapped access ramps at various locations; the replacement of curbs and sidewalks at various locations; the acquisition of a dump truck, digital equipment for a sewer inspection vehicle, salt spreaders, a pickup truck with plow and an uninterrupted power source ("UPS") system for the DPW Garage for the use of the DPW, an ambulance, self-contained breathing apparatus equipment and turnout gear for the use of the Fire Department, a UPS system, a rescue boat and traffic signs for the use of the Police Department and a computer server for the use of various departments; the acquisition of a compressor, a wood chipper and a crack-sealing machine for the use of the DPW; the rehabilitation of basketball courts and renovation of the playground at Johnson Park; the replacement of the boiler at the Firehouse; the replacement of sidewalk pavers at various locations, replacement of light fixtures on street lights, painting light poles, various improvements to Eastman Clock Plaza and installation of a decorative Victorian light pole on Walnut Avenue near the train station passage; and the acquisition of upgraded technology and camera equipment for the use of TV-35 and technology and TV-35 upgrades to the Council Chambers, all in, by and for the Township. The average period of usefulness of the several purposes to be financed by such bond ordinance is a period of 9.34 years computed from the date of such bonds.

Section 12. There shall be issued at this time \$457,459 of the bonds authorized pursuant to Bond Ordinance No. 2019-05 adopted by the Township Committee of said Township on May 28, 2019. The bonds are issued to finance the resurfacing or reconstruction of various Township roads; the undertaking of drainage improvements at Brookside Place and the vicinity thereof; the construction of handicapped access ramps at various locations; the undertaking of flood control improvements at various locations; the acquisition of real property, including an existing structure, known as the MHS Tennis Academy, located at 375 Centennial Avenue (Block 602, Lot 27), for use as a recreation facility; the acquisition of a bucket truck and a hook lift truck with dump body and spreader for the use of the DPW; the acquisition of a digital fingerprint system for the use of the Police Department; the replacement of the radio system for various Township departments; the installation of security cameras at the Recreation Center; and the acquisition of upgraded technology and camera equipment for the use of TV-35, all in, by and for the Township. The average period of usefulness of the

several purposes to be financed by such bond ordinance is a period of 25.03 years computed from the date of such bonds.

Section 13. The bonds authorized by said twelve bond ordinances described in Sections 1 to 12, inclusive, of this resolution shall be issued as a single issue of bonds, aggregating \$9,700,000 consisting of an issue of bonds of the denomination of \$5,000 each or any integral multiple thereof, numbered in the order of their maturity. In the event that the purchaser of the bonds elects to take bonds in the last maturity which are not in multiples of \$5,000, or, if there are any such bonds herein, such bonds shall be in the denomination of \$1,000 or any integral multiple thereof, numbered upwards from the last numbered \$5,000 bond. The average period of usefulness within which the bonds authorized by said twelve bond ordinances mature, according to the respective reasonable lives of the purposes to be financed, as determined in said ordinances taking into consideration the respective amounts of bonds authorized for the purposes to be financed as set forth in each of the bond ordinances hereinbefore set forth, is a period of 12.37 years computed from the date of such bonds. Said issue shall be payable in annual installments on November 1 in each year as follows:

\$600,000 in each of the years 2021 and 2022,  
\$650,000 in the year 2023,  
\$700,000 in the year 2024,  
\$750,000 in the year 2025,  
\$800,000 in each of the years 2026 to 2028, inclusive, and  
\$1,000,000 in each of the years 2029 to 2032, inclusive.

Said bonds shall be designated "General Improvement Bonds". A portion of the indebtedness evidenced by each such bond shall be deemed to have been incurred for the purpose described in each bond ordinance authorizing bonds of the same maturity, and such portion of such indebtedness shall be in the same proportion to the principal amount of such bonds as the total amount of bonds of like maturity to be issued pursuant to such bond ordinance bears to the aggregate amount of bonds of like maturity to be issued pursuant to such twelve bond ordinances.

Section 14. All of said bonds shall be dated May 1, 2021, and shall bear interest from their date until their respective maturities at the rates per annum named in the proposal accepted. Such rates of interest shall be determined at the time said bonds are sold. Such interest shall be payable on each May 1 and November 1, commencing November 1, 2021 (each, an "Interest Payment Date"), in each year until maturity or prior redemption.

Section 15. The bonds maturing on or before November 1, 2028 are not subject to redemption prior to their stated maturities. The bonds maturing on or after November 1, 2029 are subject to redemption at the option of the Township prior to maturity, in whole on any date or in part on any Interest Payment Date, on or after November 1, 2028, upon notice as hereinafter set forth at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

If the Township determines to optionally redeem a portion of the bonds prior to maturity, such bonds so redeemed shall be in such maturities as determined by the Township, and within any maturity, by



lot; *provided, however*, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting bonds for redemption, the Bond Registrar/Paying Agent (as hereinafter defined) shall treat each bond as representing that number of bonds that is obtained by dividing the principal amount of such bond by \$5,000.

Section 16. Notice of redemption shall be given by first class mail in a sealed envelope with postage prepaid to the registered owners of the bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Bond Registrar/Paying Agent at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Such mailing is not a condition precedent to redemption, and the failure to mail or to receive any redemption notice will not affect the validity of the redemption proceedings. If any bond subject to redemption is a part of a greater principal amount of the bonds not to be redeemed, such entire amount shall be surrendered to the Bond Registrar/Paying Agent and, for that portion of the bond not to be redeemed, a new bond shall be issued in the name of the registered owner in an amount equal to the principal amount of the bond surrendered less the amount to be redeemed.

Section 17. The bonds will be issued in fully registered form by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. The book-entry system will evidence ownership of the bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the bonds will be payable at the times stated in Section 14 of this resolution, and principal of the bonds will be paid annually on November 1, as set forth in the maturity schedule hereinbefore stated, in immediately available funds to DTC or its nominee as registered owner of the bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. Interest will be payable to owners of bonds shown on the records of DTC as of the fifteenth day of the month preceding the month in which such Interest Payment Date occurs. The Township will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the bonds, or (b) the Township determines that continuation of the book-entry system of evidence and transfer of ownership of the bonds would adversely affect the interests of the beneficial owners of the bonds, the Township will discontinue the book-entry system with DTC. If the Township fails to identify another qualified securities depository to replace DTC, the Township will authenticate and deliver replacement bonds in the form of fully registered certificates.

The principal of and the interest on the bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

Section 18. The Chief Financial Officer, pursuant to N.J.S.A. 40A:2-34, is hereby authorized to sell and award the bonds in accordance with the terms of the notice of sale, such terms to be determined

by a resolution of the Township Committee to be hereafter adopted. The Chief Financial Officer shall report in writing to the Township Committee at the next meeting after the sale of the bonds as to the principal amount, interest rates and maturities of the bonds sold, the price obtained and the name of the purchaser.

Section 19. All of said bonds shall be signed by the Mayor by manual or facsimile signature and by the Chief Financial Officer by manual or facsimile signature and the corporate seal of said Township shall be imprinted, affixed or reproduced thereon and such seal shall be attested by the Township Clerk by manual or facsimile signature. The bonds will be authenticated by the manual signature of the Bond Registrar/Paying Agent.

Section 20. Each of said bonds shall be issued in substantially the following form:

[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R- \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF UNION  
TOWNSHIP OF CRANFORD  
GENERAL IMPROVEMENT BOND

INTEREST  
RATE PER  
ANNUM

MATURITY DATE

DATED DATE

CUSIP

%

NOVEMBER 1, 20\_\_

MAY 1, 2021

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: -----DOLLARS

The Township of Cranford, a municipal corporation of the State of New Jersey, located in the County of Union (hereinafter referred to as the "Township"), for value received hereby acknowledges itself indebted and promises to pay to the REGISTERED OWNER named above, on the MATURITY DATE specified above, upon surrender hereof, the PRINCIPAL SUM stated above and to pay to the REGISTERED OWNER hereof interest thereon from the DATED DATE of this Bond until it shall mature at the INTEREST RATE PER ANNUM specified above, payable on each May 1 and November 1, commencing November 1, 2021 (each, an "Interest Payment Date"), of each year until maturity or prior redemption. The principal hereof is payable at the office of the Chief Financial Officer, Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016 (the "Bond Registrar/Paying Agent"). The interest so payable on any such Interest Payment Date will be paid to the person in whose name this Bond is registered on the record date for such interest, which shall be the fifteenth day of the month preceding the month in which such Interest Payment Date occurs. Both the principal of and the interest on this Bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof.

This Bond is one of an issue of Bonds of like date and tenor, except as to number, denomination, interest rate and maturity, issued pursuant to the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes, as amended) and pursuant to twelve bond ordinances adopted by the Township Committee of the Township on June 12, 2012 (Ord. No. 2012-15), June 26, 2012 (Ord. No. 2012-19), July 17, 2012 (Ord. No. 2012-21), March 26, 2013 (Ord. No. 2013-03), July 16, 2013 (two ordinances: Ord. Nos. 2013-15 and 2013-16), March 11, 2014 (Ord. No. 2014-06), July 15, 2014 (Ord. No. 2014-14), July 14, 2015 (Ord. No. 2015-24), June 14, 2016 (Ord. No. 2016-12), May 23, 2017 (Ord. No. 2017-05, as amended by Ord. No. 2019-05 adopted on May 28, 2019) and May 28, 2019 (Ord. No. 2019-05) and resolutions adopted by the Township Committee of the Township on March 30, 2021.

The Bonds maturing on or before November 1, 2028 are not subject to redemption prior to their stated maturities. The Bonds maturing on or after November 1, 2029 are subject to redemption at the option of the Township prior to maturity, in whole on any date or in part on any Interest Payment Date, on or after November 1, 2028, upon notice as hereinafter set forth at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

If the Township determines to optionally redeem a portion of the Bonds prior to maturity, such Bonds so redeemed shall be in such maturities as determined by the Township, and within any maturity, by lot; *provided, however*, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Bond Registrar/Paying Agent shall treat each Bond as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000.

Notice of redemption shall be given by first class mail in a sealed envelope with postage prepaid to the registered owners of the Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Bond Registrar/Paying Agent at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Such mailing is not a condition precedent to redemption, and the failure to mail or to receive any redemption notice will not affect the validity of the redemption proceedings. If any Bond subject to redemption is a part of a greater principal amount of the Bonds not to be redeemed, such entire amount shall be surrendered to the Bond Registrar/Paying Agent and, for that portion of the Bond not to be redeemed, a new Bond shall be issued in the name of the registered owner in an amount equal to the principal amount of the Bond surrendered less the amount to be redeemed.

The Bond Registrar/Paying Agent shall keep at its office the books of the Township for the registration of transfer of Bonds. The transfer of this Bond may be registered only upon such books and as otherwise provided in the resolution upon the surrender hereof to the Bond Registrar/Paying Agent together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar/Paying Agent. Upon any such registration of transfer, the Bond Registrar/Paying Agent shall deliver in exchange for this Bond a new bond or bonds, registered in the name of the transferee, of authorized denomination, in an aggregate principal amount equal to the unredeemed principal amount of this Bond, of the same maturity and bearing interest at the same rate.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey, to exist, be performed or happen precedent to or in the issuance of this Bond exist, have been performed and have happened, and that this Bond together with all other indebtedness of the Township, is within every debt and other limit prescribed by the Constitution or statutes of said State.

The full faith and credit of the Township are hereby pledged irrevocably to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond shall not be valid or become obligatory for any purpose until the Certification of Authentication hereon shall have been signed by the Bond Registrar/Paying Agent.

IN WITNESS WHEREOF, the Township has caused this Bond to be signed by its Mayor by manual or facsimile signature and by its Chief Financial Officer by manual or facsimile signature, and its seal to be impressed, affixed or reproduced hereon, and said seal to be attested by its Township Clerk by manual or facsimile signature and this Bond to be dated May 1, 2021.

[SEAL]

\_\_\_\_\_  
(manual or facsimile signature)  
Mayor

ATTEST:

\_\_\_\_\_  
(manual or facsimile signature)  
Township Clerk

\_\_\_\_\_  
(manual or facsimile signature)  
Chief Financial Officer

AUTHENTICATION DATE: MAY 13, 2021

CERTIFICATION OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned resolutions and is one of the General Improvement Bonds dated May 1, 2021 of the Township of Cranford, in the County of Union, State of New Jersey.

---

Chief Financial Officer,  
as Bond Registrar/Paying Agent

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_,  
the within Bond and irrevocably appoints \_\_\_\_\_,  
attorney-in-fact, to transfer the within Bond on the books kept for registration thereof, with full  
power of substitution in the premises.

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

\_\_\_\_\_  
NOTICE: The signature to

this  
assignment must correspond with the  
name as it appears upon the face of  
the within Bond in every particular,  
without any alteration whatsoever.

Signature Guaranteed:

\_\_\_\_\_

[End of Form of Bond]



Section 21. Bonds may, upon surrender thereof at the office of the Bond Registrar/Paying Agent together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar/Paying Agent and, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any bond may be registered only upon the registration books of the Township upon the surrender thereof to the Bond Registrar/Paying Agent together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar/Paying Agent. Upon any such registration of transfer, the Bond Registrar/Paying Agent shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which bonds shall be exchanged or the transfer of bonds shall be registered hereunder, the Bond Registrar/Paying Agent shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar/Paying Agent. The Township or the Bond Registrar/Paying Agent may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made for exchanging or registering the transfer of bonds under this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including interest thereon, to the extent of the sum or sums so paid.

The Township shall appoint such registrars, transfer agents, depositories or other agents and make such other arrangements as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to the then commercial standards and for the timely payment of principal and interest with respect to the bonds. The Chief Financial Officer is hereby appointed registrar and paying agent for the Bonds (the "Bond Registrar/Paying Agent") subject to the right of the Township Committee to appoint another Bond Registrar/Paying Agent, and, as such, shall keep at the Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016, the books of the Township for the registration, registration of transfer, exchange and payment of the bonds.

Section 22. The Mayor, the Chief Financial Officer and the Township Clerk are hereby authorized and directed to cause said bonds to be prepared and to execute and deliver said bonds upon payment of the purchase price therefor.

Section 23. This resolution shall take effect immediately upon its adoption.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

NOT YET APPROVED

\_\_\_\_\_  
Patricia Donahue  
Municipal Clerk

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

The foregoing resolution was adopted by the following roll call vote:

AYES:

NAYS:

(SEAL)

ATTEST: \_\_\_\_\_  
Township Clerk

**TOWNSHIP OF CRANFORD  
CRANFORD, NEW JERSEY**

**RESOLUTION NO. 2021-176**

**RESOLUTION AUTHORIZING THE PUBLICATION, PRINTING AND  
DISTRIBUTION OF A NOTICE OF SALE AND THE PUBLICATION OF A SUMMARY  
NOTICE OF SALE AND PRESCRIBING THE FORMS THEREOF FOR \$9,700,000  
GENERAL IMPROVEMENT BONDS, DATED MAY 1, 2021, APPROVING THE  
PREPARATION, DISTRIBUTION AND EXECUTION OF A PRELIMINARY AND A  
FINAL OFFICIAL STATEMENT FOR SUCH BONDS, UNDERTAKING TO PROVIDE  
CONTINUING DISCLOSURE OF FINANCIAL INFORMATION, COVENANTING TO  
COMPLY WITH THE INTERNAL REVENUE CODE OF 1986, AS AMENDED,  
DESIGNATING SUCH BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS"  
FOR PURPOSES OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED,  
AND AUTHORIZING VARIOUS MATTERS IN CONNECTION WITH ELECTRONIC  
BIDDING FOR THE BONDS**

**WHEREAS**, the Township Committee of the Township of Cranford, in the County of Union, New Jersey (the "Township"), desires to make further provision for the issuance of \$9,700,000 General Improvement Bonds (the "Bonds"), which are to be issued pursuant to bond ordinances heretofore adopted by the Township Committee;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Cranford, in the County of Union, as follows:

Section 1. A Notice of Sale (the "Full Notice of Sale") shall be published and printed and inserted in the Preliminary Official Statement (as hereinafter defined) for distribution in substantially the following form:

**NOTICE OF SALE**

**TOWNSHIP OF CRANFORD,  
IN THE COUNTY OF UNION, NEW JERSEY  
\$9,700,000 GENERAL IMPROVEMENT BONDS  
(Book-Entry Only) (Bank-Qualified)  
(Callable) (Parity Bid)**

dated  
May 1, 2021

The Township of Cranford, in the County of Union, a municipal corporation of the State of New Jersey (the "Township"), hereby invites ELECTRONIC BIDS VIA PARITY AND SEALED PROPOSALS for the purchase of its \$9,700,000 General Improvement Bonds, dated May 1, 2021 (the "Bonds").

ELECTRONIC BIDS VIA PARITY AND SEALED PROPOSALS will be received and publicly opened and announced by the Chief Financial Officer in the Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016, on May 4, 2021 at 11:00 o'clock A.M. (local time).

The Bonds comprise an issue of bonds payable on November 1 in each year as follows:

\$600,000 in each of the years 2021 and 2022,  
\$650,000 in the year 2023,  
\$700,000 in the year 2024,  
\$750,000 in the year 2025,  
\$800,000 in each of the years 2026 to 2028, inclusive, and  
\$1,000,000 in each of the years 2029 to 2032, inclusive.

To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact Ipreo at 1359 Broadway, 2nd Floor, New York, NY 10018, telephone (212) 849-5021.

The Bonds shall be issued in registered form by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York ("DTC") and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any integral multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., its nominee. Interest on the Bonds will be payable on each May 1 and November 1, commencing November 1, 2021 (each, an "Interest Payment Date"), in each year until maturity or prior redemption, and principal of the Bonds will be payable, at maturity, by payment of immediately available funds by the Bond Registrar/Paying Agent to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest to participants of DTC will be the responsibility of DTC. Transfer of principal and interest to beneficial owners will be the responsibility of the DTC participants and other nominees of the beneficial owners. The Township will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In the event (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Township determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Township will discontinue the book-entry system with DTC. If the Township fails to identify another qualified securities depository to replace DTC, the Township will deliver replacement bonds in the form of fully registered certificates.

The Bonds maturing on or before November 1, 2028 are not subject to redemption prior to their stated maturities. The Bonds maturing on or after November 1, 2029 are subject to redemption at the option of the Township prior to maturity, in whole on any date or in part on any Interest Payment Date, on or after November 1, 2028, upon notice as hereinafter set forth at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

If the Township determines to optionally redeem a portion of the Bonds prior to maturity, such Bonds so redeemed shall be in such maturities as determined by the Township, and within any maturity, by lot; *provided, however*, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Bond Registrar/Paying Agent shall treat each Bond as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000.

Notice of redemption shall be given by first class mail in a sealed envelope with postage prepaid to the registered owners of the Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Bond Registrar/Paying Agent at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Such mailing is not a condition precedent to redemption, and the failure to mail or to receive any redemption notice will not affect the validity of the redemption proceedings. If any Bond subject to redemption is a part of a greater principal amount of the Bonds not to be redeemed, such entire amount shall be surrendered to the Bond Registrar/Paying Agent and, for that portion of the Bond not to be redeemed, a new Bond shall be issued in the name of the registered owner in an amount equal to the principal amount of the Bond surrendered less the amount to be redeemed.

The Bonds are general obligations of the Township and are secured by a pledge of the full faith and credit of the Township for the payment of the principal thereof and the interest thereon. The Bonds are payable, if not paid from other sources, from ad valorem taxes to be levied upon all the real property taxable within the Township without limitation as to rate or amount.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds bid for, and the rate or rates named must be a multiple of 1/8th or 1/20th of one percentum (1%). The interest payable with respect to each Bond on any one date will be evidenced by a single rate of interest. Not more than one rate may be named for Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must be for all of the Bonds offered and the purchase price specified must not be less than \$9,700,000 nor more than \$9,797,000. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest net interest cost, such net interest cost shall be computed, as to each bid, by adding to the total principal amount of Bonds bid for (which shall be all of the Bonds offered) the total interest cost to maturity in accordance with such bid and by deducting therefrom the amount of premium, if any, bid, which premium shall not exceed \$97,000 (1% of par). No proposal shall be considered which offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest net interest cost to the

Township under any legally acceptable proposal. The Township reserves its right to reject all bids, and any bid not complying with the material terms of this notice will be rejected. The Township reserves the right to waive defects it deems non-material, in its sole discretion.

The successful bidder must pay accrued interest from the date of the Bonds to the date of delivery. No interest will be paid upon the deposit made by the successful bidder. The Bonds will be authenticated by the Chief Financial Officer, acting as Bond Registrar/Paying Agent for the Bonds.

Sealed proposals should be addressed to the undersigned Chief Financial Officer, and enclosed in a sealed envelope marked on the outside "Proposal for Bonds". A good faith deposit (the "Deposit") in the form of a cash wire or a certified, treasurer's or cashier's check drawn upon a bank or trust company in the amount of \$194,000, payable to the order of the TOWNSHIP OF CRANFORD, is required for each bid to be considered. If a cash wire is used, the wire must be received by the Township no later than 11:00 A.M. on May 4, 2021. If a cash wire is utilized, each bidder must notify the Township of its intent to use such cash wire prior to 11:00 A.M. on May 4, 2021, and must provide proof of electronic transfer of such cash wire prior to 11:00 A.M. on May 4, 2021 (with return wiring instructions). Wire instructions for the Township can be obtained by contacting the Township's Bond Counsel (Steven Rogut or Thomas Bace (908) 931-1150). If a check is used, it must accompany the bid or be received by the undersigned Chief Financial Officer prior to the opening of bids. Each bidder accepts responsibility for delivering such cash wire or check on time and the Township is not responsible for any cash wire or check that is not received on time. Checks or wires of unsuccessful bidders will be returned upon the award of the Bonds. No interest on the Deposit will accrue to the successful bidder. The Deposit will be applied in part payment for the Bonds or to partially secure the Township from any loss resulting from the failure of the successful bidder to comply with the terms of its bid.

Award of the Bonds to the successful bidder or rejection of all bids is expected to be made within two hours after opening of the bids, but such successful bidder may not withdraw its proposal until after 3:00 p.m. (local time) of the day of such bid-opening and then only if such award has not been made prior to the withdrawal.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the Township; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder. CUSIP numbers must be communicated to Bond Counsel within 24 hours of the award of the Bonds in order to have the CUSIP numbers printed on the Bonds.

The Bonds shall be delivered on or about May 13, 2021 at the office of Rogut McCarthy LLC, Cranford, New Jersey ("Bond Counsel"), or at such other place as may be determined by the successful bidder and the Township. PAYMENT FOR THE BONDS AT THE TIME OF

ORIGINAL ISSUANCE AND DELIVERY SHALL BE IN IMMEDIATELY AVAILABLE FUNDS.

A preliminary Official Statement has been prepared and is available at [www.i-DealProspectus.com](http://www.i-DealProspectus.com) or may be obtained from the undersigned, Chief Financial Officer, Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016, Telephone No. (908) 709-7250. The preliminary Official Statement is deemed to be a "final official statement", as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the Bonds and (b) amendment. The preliminary Official Statement, as so revised, will constitute the "final official statement". By the submission of a bid for the Bonds, the successful bidder contracts for the receipt of a reasonable number of copies of the final Official Statement within seven business days of the award of the Bonds. In order to complete the final Official Statement, the successful bidder must furnish on behalf of the underwriters of the Bonds the following information to Bond Counsel and the Township by facsimile transmission or overnight delivery received by Bond Counsel and the Township within 24 hours after the award of the Bonds: (a) initial offering prices or yields (expressed as percentages), (b) selling compensation (aggregate total anticipated compensation to the underwriters expressed in dollars), (c) the identity of the underwriters if the successful bidder is part of a group or syndicate and (d) any other material information necessary for the final Official Statement, but not known to the Township (such as the bidder's purchase of credit enhancement). It shall also be the obligation of the successful bidder to furnish to DTC an underwriter's questionnaire and the denominations of the Bonds not less than seventy-two (72) hours prior to the delivery of the Bonds.

Concurrently with the delivery of the Bonds, the officials of the Township who will have executed the final Official Statement will deliver to the purchaser of the Bonds a certificate stating that, to the best of their knowledge, the preliminary Official Statement did not as of its date and as of the sale date, and the final Official Statement did not as of its date and does not as of the date of delivery of the Bonds, contain an untrue statement of a material fact or omit to state a material fact required to be included therein for the purpose for which the preliminary Official Statement or the final Official Statement is to be used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, provided such certificate shall not include consideration of information supplied by, or which should have been supplied by, the successful bidder for the Bonds.

The Township has agreed in its bond resolution adopted on March 30, 2021 to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12, (i) not later than seven months after the end of the Township's fiscal year (presently December 31) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year (commencing with the fiscal year ending December 31, 2020), (ii) timely notice of the occurrence of certain material events with respect to the Bonds and financial obligations of the Township and (iii) timely notice of a failure by the Township to provide the required annual financial information on or before the date specified in (i) above.

The successful bidder's obligation to purchase the Bonds shall be conditioned upon its receiving, at or prior to the delivery of the Bonds, in form and substance reasonably satisfactory to the successful bidder, evidence that the Township has made the continuing disclosure undertaking set forth above in a written agreement or contract for the benefit of the Bondholders and the beneficial owners of the Bonds.

The approving legal opinion of Bond Counsel will be furnished without cost to the purchaser. The preliminary Official Statement contains a discussion of the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the exclusion from gross income for Federal income tax purposes of the interest on the Bonds and a description of the opinion of Bond Counsel with respect thereto. The Township has covenanted, to the extent permitted by the Constitution and laws of the State of New Jersey, to comply with the provisions of the Code required to preserve the exclusion from gross income of interest on the Bonds for Federal income tax purposes. There will also be furnished the usual closing papers.

The Township has designated the Bonds "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code and will represent that it reasonably expects that neither it nor its subordinate entities will issue more than \$10,000,000 of new money tax-exempt obligations in the current calendar year.

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of a bidder, any purchase of such insurance or commitment therefor shall be at the sole option and expense of the bidder and any increased costs of issuance of the Bonds resulting by reason of such insurance, unless otherwise paid, shall also be paid by such bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued, shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

#### ISSUE PRICE DETERMINATION UNDER INTERNAL REVENUE CODE

If the "competitive sale requirements" are not satisfied, the winning bidder shall have the option to designate whether the "10% test" or the "hold-the-offering-price rule" shall apply to all the Bonds.

The following paragraphs contain the terms for the determination of issue price.

(a) The winning bidder shall assist the Township in establishing the issue price of the Bonds and shall execute and deliver to the Township at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications. A form of issue price certificate is available upon request to Steven L. Rogut, Bond Counsel, (908) 931-1150 or [slr@rogutmccarthy.com](mailto:slr@rogutmccarthy.com).

(b) The Township intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:



- (1) the Township shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Township may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Township anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Unless the bidder intends to hold the Bonds for its own account with no intention to offer the Bonds to the public, the bidder, by submitting a bid, represents to the Township that the bidder has an established industry reputation for underwriting new issuances of municipal bonds.

(c) In the event that the competitive sale requirements are not satisfied, the Township shall so advise the winning bidder. In that case, the winning bidder shall have the option to designate (by 5:00 P.M. Prevailing Time on the sale date) whether the issue price will be calculated upon either (a) the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis, or (b) a commitment to neither offer nor sell any of the Bonds of any maturity to any person at a price that is higher than the initial offering price to the public as of the sale date (the "initial offering price") during the holding period (as defined herein).

(d) If the 10% test is selected, the winning bidder shall advise the Township if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds, and bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds. If the competitive sale requirements are not satisfied and the 10% test is selected, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Township the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Township or Bond Counsel.

(e) In the event the "hold-the-offering-price" method is selected, for each maturity of the Bonds the winning bidder shall (a) neither offer nor sell any of the Bonds of such maturity to any person at a price that is higher than the initial offering price for such maturity during the holding period for such maturity (the "hold-the-offering-price rule"), and (b) verify that any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-

the-offering-price rule. Pursuant to such agreement, no underwriter (as defined below) shall offer or sell any maturity of the Bonds at a price that is higher than the respective initial offering price for that maturity of the Bonds during the holding period.

(f) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A) to either comply with the hold-the-offering-price limitations stated herein or to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, depending upon whether the hold-the-offering-price method or the 10% test is selected by the winning bidder, (B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public, and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to either comply with the hold-the-offering-price limitations stated herein or to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, depending upon whether the hold-the-offering-price method or the 10% test is selected by the winning bidder.

(g) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract or otherwise with the Township (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a

- member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other),
- (iv) "sale date" means the date that the Bonds are awarded by the Township to the winning bidder,
- (v) "holding period" means, for each maturity of the Bonds, the period starting on the sale date and ending on the earlier of (i) the close of the fifth business day after the sale date, or (ii) the date on which the Underwriter has sold at least 10% of each maturity to the Public at prices that are no higher than the Initial Offering Price for such maturity, and
- (vi) "maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

By order of the Township Committee of the Township of Cranford, in the County of Union, New Jersey.

Dated: April 15, 2021

/s/ Lavona Patterson  
Chief Financial Officer  
Township of Cranford  
County of Union, New Jersey

Section 2. A Summary Notice of Sale ("Summary Notice of Sale") shall be published in substantially the following form:

SUMMARY NOTICE OF SALE

TOWNSHIP OF CRANFORD,  
IN THE COUNTY OF UNION, NEW JERSEY

\$9,700,000 GENERAL IMPROVEMENT BONDS  
(Book-Entry Only) (Bank-Qualified)  
(Callable) (Parity Bid)

dated  
May 1, 2021

ELECTRONIC BIDS VIA PARITY AND SEALED PROPOSALS will be received by the Chief Financial Officer of the Township of Cranford, in the County of Union, New Jersey (the "Township"), in the Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016, on

May 4, 2021

at 11:00 o'clock A.M. (local time) at which time they will be publicly opened and announced, for the purchase of the Township's \$9,700,000 General Improvement Bonds dated May 1, 2021 and payable on November 1 in each year as follows:

\$600,000 in each of the years 2021 and 2022,  
\$650,000 in the year 2023,  
\$700,000 in the year 2024,  
\$750,000 in the year 2025,  
\$800,000 in each of the years 2026 to 2028, inclusive, and  
\$1,000,000 in each of the years 2029 to 2032, inclusive.

The Bonds shall be issued in book-entry only form through the book-entry system operated by The Depository Trust Company, New York, New York. The Bonds are subject to redemption prior to maturity at the option of the Township in accordance with the terms set forth in the Notice of Sale to be made available to interested persons (the "Notice of Sale"). The Notice of Sale and Proposal for Bonds should be reviewed by potential bidders for additional terms and conditions of the sale of the Bonds prior to bidding on the Bonds. To the extent any instructions or directions set forth in PARITY conflict with the Notice of Sale, the terms of the Notice of Sale shall control. For further information about PARITY, potential bidders may contact Ipreo at 1359 Broadway, 2nd Floor, New York, NY 10018, telephone (212) 849-5021.

The Bonds will bear interest from their date at a rate or rates of interest in multiples of 1/8th or 1/20th of 1% per annum (same or ascending rates and only one rate per maturity) specified by the successful bidder payable on each May 1 and November 1, commencing

November 1, 2021, in each year until maturity or prior redemption. The purchase price specified must not be less than \$9,700,000 nor more than \$9,797,000 (par plus a maximum 1% premium). Each proposal must be for all the Bonds offered. As further described in the Notice of Sale, bidders must, at the time of making their bids, make a wire transfer or deposit a certified, cashier's or treasurer's check drawn upon a bank or trust company in the amount of \$194,000 to the order of the Township. The Bonds will be sold to the bidder specifying the lowest net interest cost in accordance with the terms set forth in the Notice of Sale. The Township will furnish the Bonds and the approving legal opinion of Rogut McCarthy LLC, Cranford, New Jersey, Bond Counsel.

The Bonds will be designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Copies of the Preliminary Official Statement, the Notice of Sale and the Proposal for Bonds are available at [www.i-DealProspectus.com](http://www.i-DealProspectus.com) or by contacting the undersigned Chief Financial Officer at the Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016, Telephone No. (908) 709-7250.

By order of the Township Committee of the Township of Cranford, in the County of Union, New Jersey.

Dated: April 20, 2021

/s/ Lavona Patterson  
Chief Financial Officer  
Township of Cranford  
County of Union, New Jersey

Section 3. The Township Clerk is hereby authorized and directed to publish (A) the Summary Notice of Sale in THE BOND BUYER, which is a publication carrying municipal bond notices and devoted primarily to the subject of State and municipal bonds, and is published in New York City, and (B) the Full Notice of Sale in The Westfield Leader, a newspaper of general circulation published in the County of Union and circulating in the Township. Said Summary Notice of Sale and Full Notice of Sale shall be published in each publication not later than one week before the date of the sale of said Bonds.

Section 4. The preparation of and distribution to potential bidders for the Bonds of a Preliminary Official Statement to be dated on or about April 21, 2021 is hereby approved. Such Preliminary Official Statement is hereby deemed to be a "final official statement", as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12").

Section 5. The preparation of an Official Statement in connection with the sale of the Bonds to be dated on or about May 4, 2021 is hereby approved. Such Official Statement is hereby deemed to be a "final official statement", as of its date, within the meaning of Rule 15c2-12.

Section 6. The execution of the Official Statement by the Township Administrator and the Chief Financial Officer on behalf of the Township, the distribution of same to the successful bidder and the successful bidder's subsequent distribution of the Official Statement to purchasers or prospective purchasers of the Bonds are hereby authorized.

Section 7. The Township hereby agrees to undertake for the benefit of the Bondholders and the beneficial owners of the Bonds to provide certain secondary market disclosure information pursuant to Rule 15c2-12 to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format, as prescribed by the MSRB. Specifically, the Township will do the following for the benefit of the holders of the Bonds and the beneficial owners thereof:

- (A) Not later than seven months after the end of the Township's fiscal year (presently December 31), commencing with the report for the fiscal year ending December 31, 2020, provide or cause to be provided annual financial information with respect to the Township consisting of (i) audited financial statements (or unaudited financial statements if audited financial statements are not then available by the date of filing, which audited financial statements will be delivered when and if available) of the Township and (ii) certain financial information and operating data consisting of information concerning the Township's debt, overlapping indebtedness, tax rate, levy and collection data, property valuation, budget and fund balance of the type contained under the heading "Financial Information" in the Official Statement. The audited financial statements will be prepared in accordance with mandated State statutory accounting principles, as in effect from time to time. Audited financial statements if not available by the filing date will be submitted separately when available.
- (B) Provide or cause to be provided in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds or financial obligations of the Township:
  - (1) Principal or interest payment delinquencies;

- (2) Non-payment related default, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to the rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property which secures the repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Township (the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Township in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Township, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Township);
- (13) The consummation of a merger, consolidation, or acquisition involving the Township or the sale of all or substantially all of the assets of the Township, other than in the ordinary course of business,

the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a financial obligation of the Township, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Township, any of which affect Bondholders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Township, any of which reflect financial difficulties.

The Township intends the words used in paragraphs (15) and (16) and the definition of "financial obligation" to have the meanings ascribed to them in SEC Release No. 34-83885 (August 20, 2018).

(C) Provide or cause to be provided, in a timely manner, notice of a failure of the Township to provide required annual financial information on or before the date specified above.

Section 8. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 9. If the Township fails to comply with the undertaking described above, any Bondholder or beneficial owner of the Bonds may pursue an action for specific performance to enforce the rights of all Bondholders and beneficial owners with respect to such undertaking; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of payment of the Bonds or any liability by the Township for monetary damages. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all Bondholders and beneficial owners of the Bonds.

Section 10. The Township reserves the right to terminate its obligation to provide annual financial information and notice of material events, as set forth above, if and when the Township no longer remains an "obligated person" with respect to the Bonds within the meaning of Rule 15c2-12.

Section 11. The undertaking may be amended by the Township from time to time, without the consent of the Bondholders or the beneficial owners of the Bonds, in order to make modifications required in connection with a change in legal requirements or change in law, or change in the identity, nature, type of operation, or status of the Township, which in the opinion of nationally recognized bond counsel complies with Rule 15c2-12 and does not, in such bond counsel's opinion, materially impair the interest of the Bondholders and the beneficial owners of the Bonds.



Section 12. The Township hereby covenants, to the extent permitted by the Constitution and the laws of the State of New Jersey, to do and perform all acts and things permitted by law and necessary to assure that interest paid on the Bonds be and remain excluded from gross income of the owners thereof for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

Section 13. The Township hereby designates the Bonds as "qualified tax-exempt obligations" for the purpose of Section 265(b)(3) of the Code. It is hereby determined and stated that (1) the Bonds are not "private activity bonds" as defined in the Code and (2) the Township and its subordinate entities, if any, do not reasonably anticipate issuing in excess of \$10 million of new money tax-exempt obligations (other than private activity bonds) during the calendar year 2021. The Township will, to the best of its ability, attempt to comply with respect to the limitations on issuance of tax-exempt obligations pursuant to Section 265(b)(3) of the Code; however, the Township does not covenant to do so, and expressly states that a covenant is not made hereby.

Section 14. The Mayor, the Chief Financial Officer and the Township Clerk are hereby authorized and directed to execute and deliver such other documents and to take such other action as they determine to be necessary or appropriate in order to effectuate the issuance and sale of the Bonds including, without limitation, the execution and delivery of all closing documents and certificates.

Section 15. The Chief Financial Officer, the Township Clerk, the Bond Counsel, the Auditor and other Township officials and representatives are hereby authorized to take all necessary actions to allow for (A) the submission of electronic bids for the bonds, (B) the electronic posting of the Preliminary Official Statement, the full Notice of Sale and the bid form and (C) the submission by bidders of a wire transfer in lieu of a good faith check.

Section 16. This resolution shall take effect immediately upon its adoption.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 30, 2021.

**NOT YET APPROVED**

\_\_\_\_\_  
Patricia Donahue  
Municipal Clerk

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

The foregoing resolution was adopted by the following roll call vote:

AYES:

NAYS:

(SEAL)

ATTEST: \_\_\_\_\_  
Township Clerk



# Township of Cranford

8 Springfield Avenue Cranford, New Jersey 07016-2199

(908) 709-7200 Fax (908) 276-7664

[www.cranfordnj.org](http://www.cranfordnj.org)

## Bill List March 30th 2021 Meeting

### Analysis of Funds Bill List #1

|                         |                     |
|-------------------------|---------------------|
| Current Fund            | 593,749.88          |
| Special Improvement     | 1,989.03            |
| Swimming Pool Operating | 13,404.09           |
| Swimming Pool Capital   | 0.00                |
| Capital Fund            | 120,538.23          |
| Trust Fund              | 206,880.39          |
| COAH Forfeiture         | 0.00                |
| Developer's Escrow      | 7,763.94            |
| Forfeiture Trust        | 0.00                |
| CDBG Program            | 0.00                |
| Unemployment Trust      | 0.00                |
| Animal Control Fund     | 326.60              |
| <b>Sub Total</b>        | <b>944,652.16</b>   |
| <br>                    |                     |
| <b>Grand Total</b>      | <b>\$944,652.16</b> |

P.O. Type: All                    Print Alpha, Revenue, & G/L Accounts:    Y                    Open: N    Void: N    Paid: N  
Format: Detail without Line Item Notes                    Held: Y    Aprv: N    Rcvd: Y  
Range: 0-First                    to 1-Last                    Bid: Y    State: Y    Other: Y    Exempt: Y  
Rcvd Batch Id Range: First    to Last                    Include Non-Budgeted: Y  
Dept Page Break: No                    Subtotal CAFR: No                    Subtotal Dept: No                    Subtotal Sub-Dept: No

| Account                    | Description  |  | Amount        | Stat/Chk | Enc Date | Rcvd Date | Chk/Void Date | Invoice     | PO Type |
|----------------------------|--|--|---------------|----------|----------|-----------|---------------|-------------|---------|
| P.O. Id Item Vendor        | Item Description   |  |               |          |          |           |               |             |         |
| Fund:            CURRENT   |  |  |               |          |          |           |               |             |         |
| 0-01-20-100-130-290        | Channel 35: Purchase of Equipment                              |  |               |          |          |           |               |             |         |
| 20-02162    6 SHIIN005 SHI | SHI International Corp.            19082150                    |  | 1,224.00      | R        | 10/06/20 | 03/19/21  |               | B13084229   |         |
| 0-01-20-110-100-280        | Twp. Committee: Miscellaneous Other Exp.                       |  |               |          |          |           |               |             |         |
| 20-02934    1 SHI          | SHI International Corp.            Colored Printer             |  | 459.35        | R        | 12/31/20 | 03/19/21  |               | B13101347   |         |
| 0-01-20-120-100-258        | Clerk: Office Supplies   |  |               |          |          |           |               |             |         |
| 20-02934    2 SHI          | SHI International Corp.            Colored Printer             |  | 159.46        | R        | 12/31/20 | 03/19/21  |               | B12877390   |         |
| 20-02934    3 SHI          | SHI International Corp.            Colored Printer             |  | 84.82         | R        | 12/31/20 | 03/19/21  |               | B12877390   |         |
| 20-02934    4 SHI          | SHI International Corp.            Colored Printer             |  | 84.82         | R        | 12/31/20 | 03/19/21  |               | B12877390   |         |
| 20-02934    5 SHI          | SHI International Corp.            Colored Printer             |  | 84.82         | R        | 12/31/20 | 03/19/21  |               | B12877390   |         |
|                            |  |  | <u>413.92</u> |          |          |           |               |             |         |
| 0-01-20-130-100-214        | Finance: Outside Professional Expenses                         |  |               |          |          |           |               |             |         |
| 20-02192    1 DEL005       | Deluxe Systems of NJ LLC            Finance Archives Cages     |  | 13,600.00     | R        | 10/06/20 | 03/18/21  |               | 457798AB    |         |
| 0-01-20-155-100-214        | Legal: Outside Professional Expense                            |  |               |          |          |           |               |             |         |
| 20-00032    14 SEN005      | Surenian, Edwards & Nolan LLC      Legal Services - Affordable |  | 2,400.75      | R        | 12/02/20 | 03/25/21  |               | DEC 2020    | B       |
| 0-01-21-190-000-214        | Zoning&Planning Office Prof O/S Expenses                       |  |               |          |          |           |               |             |         |
| 20-02192    2 DEL005       | Deluxe Systems of NJ LLC            Planning Shelves           |  | 1,300.00      | R        | 12/23/20 | 03/18/21  |               | 457798AB    |         |
| 0-01-22-195-100-229        | Const. Code: Postage & Printing                                |  |               |          |          |           |               |             |         |
| 20-02805    1 FEDRL1       | FedEx Services - Karen Ginther Shipping                        |  | 33.03         | R        | 12/18/20 | 03/18/21  |               | 7-190-39294 |         |
| 0-01-25-240-100-271        | Police: Misc Mat'l & Supplies                                  |  |               |          |          |           |               |             |         |
| 20-02925    1 LAWMN1       | Lawmen Supply Company            5.11 RUSH 72 BACKPACK - BLACK |  | 809.94        | R        | 12/31/20 | 03/23/21  |               | IN1555189   |         |
| 0-01-25-240-100-280        | Pol:Ins Claims/Traff Lights-Vehicles-Etc                       |  |               |          |          |           |               |             |         |
| 20-02749    1 SPECIA       | SPECIALTIY AUTOMOTIVE EQUIPMEN CPD LIFT REPAIR                 |  | 5,300.00      | R        | 12/04/20 | 03/23/21  |               | 10505       |         |
| 20-02749    2 SPECIA       | SPECIALTIY AUTOMOTIVE EQUIPMEN CPD LIFT REPAIR                 |  | 1,700.00      | R        | 12/04/20 | 03/23/21  |               | 10505       |         |

| Account<br>P.O. Id Item Vendor   | Description<br>Item Description  | Amount  | Stat/Chk    | First<br>Enc Date                | Rcvd<br>Date                     | Chk/Void<br>Date Invoice               | PO<br>Type |
|--|--|---|-------------|----------------------------------|----------------------------------|--|------------|
| 0-01-25-240-100-280<br>20-02749 3 SPECIA   | Pol:Ins Claims/Traff Lights-Vehicles-Etc Continued<br>SPECIALTIY AUTOMOTIVE EQUIPMEN CPD LIFT REPAIR   | <u>800.00</u><br>7,800.00   | R           | 12/04/20                         | 03/23/21                         | 10505                                  |            |
| 0-01-25-240-200-213<br>20-00817 1 IMSA<br>20-00817 2 IMSA                                | Comm: Professional Development<br>IMSA SEMINAR<br>IMSA SEMINAR   | <u>500.00</u><br><u>500.00</u><br>1,000.00                        | R<br>R      | 03/24/20<br>03/24/20             | 03/23/21<br>03/23/21             | 199<br>266                             |            |
| 0-01-25-265-100-221<br>20-02751 4 FIRESF<br>20-02751 5 FIRESF                            | Fire: Maint & Repairs<br>Fire & Safety Services Ltd. Apparatus Repairs<br>Fire & Safety Services Ltd. Apparatus Repairs  | <u>3,625.11</u><br><u>8,044.89</u><br>11,670.00                   | R<br>R      | 12/04/20<br>12/04/20             | 03/18/21<br>03/18/21             | SI21-0432<br>SI21-0432                 | B<br>B     |
| 0-01-25-265-100-260<br>20-01959 1 CDWGOV   | Fire: Safety Supplies<br>CDW Government, Inc. Digital camera replacement   | 270.19  | R           | 09/04/20                         | 03/18/21                         | 6384957                                |            |
| 0-01-26-290-100-214<br>21-00263 1 MAL002<br>21-00263 2 MAL002<br>21-00263 3 MAL002       | DPW: Outside Professional Exp<br>Malko Tree Experts, LLC Tree removal Roselle St lot<br>Malko Tree Experts, LLC Tree removal Spring Gardn-frnt<br>Malko Tree Experts, LLC Tree removal Spring Gardn-back | <u>1,700.00</u><br><u>1,700.00</u><br><u>1,800.00</u><br>5,200.00 | R<br>R<br>R | 02/02/21<br>02/02/21<br>02/02/21 | 03/19/21<br>03/19/21<br>03/19/21 | 628<br>628<br>628                      |            |
| 0-01-26-290-100-221<br>20-02677 1 FOLEY<br>20-02677 2 FOLEY                              | DPW: Maintenance & Repair<br>Foley Incorporated Ignition Switch<br>Foley Incorporated Credit   | <u>126.78</u><br><u>96.01</u><br>30.77                            | R<br>R      | 11/25/20<br>03/18/21             | 03/18/21<br>03/18/21             | PSIN2334504<br>PSIN2337218             |            |
| 0-01-26-290-100-264<br>21-00262 1 AKEQUIP<br>21-00262 2 AKEQUIP                          | DPW: Vehicle Supplies<br>A&K Equipment, Inc. Light Kit,Sam universl w/hrnss<br>A&K Equipment, Inc. Unweld light brkt kit extended  | <u>717.60</u><br><u>287.52</u><br>1,005.12                        | R<br>R      | 02/02/21<br>02/02/21             | 03/18/21<br>03/18/21             | 51477<br>51477                         |            |
| 0-01-26-310-135-221<br>21-00395 1 CINTA005<br>21-00395 2 CINTA005<br>21-00395 3 CINTA005 | B&G Community Center: Maintenance & Repa<br>Cintas Corporation covid-centennial4068345206<br>Cintas Corporation covid-centennial4068939687<br>Cintas Corporation covid-centennial4069655171              | <u>125.40</u><br><u>125.40</u><br><u>125.40</u><br>376.20         | R<br>R<br>R | 02/16/21<br>02/16/21<br>02/16/21 | 03/18/21<br>03/18/21<br>03/18/21 | 4069655171<br>4068345206<br>4068939687 |            |

| Account<br>P.O. Id Item Vendor             | Description<br>Item Description   | Amount          | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--|---|-----------------|----------|-------------------|--------------|--------------------------|------------|
| 0-01-28-370-100-280<br>21-00504 1 VILLA010 | Rec.: Miscellaneous<br>VILLAGE SUPER MARKET, INC office supplies                              | 37.53           | R        | 03/05/21          | 03/19/21     | 01620379848              |            |
| 0-01-28-371-100-221<br>21-00519 1 CRANSS   | Senior Bus Maintenance<br>Centennial Service Center senior bus oil change                     | 39.21           | R        | 03/05/21          | 03/18/21     | 93320                    |            |
| Fund Total: CURRENT                        |   | 47,670.01       |          |                   |              |                          |            |
| Fund:                                      | SWIM POOL OPERATING   |                 |          |                   |              |                          |            |
| 0-26-00-200-105-253<br>20-00126 15 AIR005  | Pool: Chemical Supplies<br>Airgas, Inc. cylinder rental                                       | 91.33           | R        | 03/09/21          | 03/23/21     | 9976066122               | B          |
| Fund Total: SWIM POOL OPERATING            |   | 91.33           |          |                   |              |                          |            |
| Year Total:                                |   | 47,761.34       |          |                   |              |                          |            |
| Fund:                                      | CURRENT   |                 |          |                   |              |                          |            |
| 1-01-20-100-100-215<br>21-00470 3 ATON     | ADMIN: O/S Prof Exp-IT-Information Tech<br>ATON Computing IT Services - Feb. 2021             | 1,732.50        | R        | 02/23/21          | 03/25/21     | 3439                     | B          |
| 1-01-20-100-100-216<br>21-00034 3 BAN001   | ADMIN:O/S Prof Exp-Planning &Engineering<br>Banisch Associates, Inc. C.O.F. Planning Services | 3,175.00        | R        | 01/12/21          | 03/25/21     | P21-31158                | B          |
| 1-01-20-100-130-280<br>21-00023 1 VART0005 | Channel 35: Miscellaneous Other Exp.<br>Varto Technologies TriCaster 2 Elite                  | 4,495.00        | R        | 01/12/21          | 03/19/21     | 5595                     |            |
| 21-00023 2 VART0005                        | Varto Technologies 2 Stripe Control Panel   | <u>1,895.00</u> | R        | 01/12/21          | 03/19/21     | 5595                     |            |
|  |   | 6,390.00        |          |                   |              |                          |            |
| 1-01-20-100-130-290<br>21-00529 1 SHI      | Channel 35: Purchase of Equipment<br>SHI International Corp. Apple Adapters                   | 133.62          | R        | 03/05/21          | 03/19/21     | B13147519                |            |
| 1-01-20-110-100-280<br>21-00531 1 MGLFOR   | Twp. Committee: Miscellaneous Other Exp.<br>MGL Printing Solutions Office Supplies            | 720.00          | R        | 03/15/21          | 03/23/21     | 179310                   |            |

| Account<br>P.O. Id Item Vendor                               | Description<br>Item Description                             | Amount        | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--|---|---------------|----------|-------------------|--------------|--------------------------|------------|
| 1-01-20-120-100-213 Clerk: Professional Development          |   |               |          |                   |              |                          |            |
| 21-00589 1 DALESH  | HEATHER CAPONE Notary Public                                | 15.00         | R        | 03/15/21          | 03/23/21     | 2577900                  |            |
| 21-00589 2 DALESH  | HEATHER CAPONE Notary Public                                | 30.00         | R        | 03/15/21          | 03/23/21     |                          |            |
|  |   | <u>45.00</u>  |          |                   |              |                          |            |
| 1-01-20-120-100-229 Clerk: Postage & Printing                |   |               |          |                   |              |                          |            |
| 21-00456 1 WEAVER  | WEAVER ASSOCIATES Business Cards                            | 48.00         | R        | 02/23/21          | 03/23/21     | 21-106434                |            |
| 1-01-20-120-100-258 Clerk: Office Supplies                   |   |               |          |                   |              |                          |            |
| 21-00272 1 SHI   | SHI International Corp. Office Supplies                     | 84.82         | R        | 02/02/21          | 03/19/21     | B12996444                |            |
| 21-00272 2 SHI   | SHI International Corp. Office Supplies                     | 159.46        | R        | 02/02/21          | 03/19/21     | B13002492                |            |
| 21-00272 3 SHI   | SHI International Corp. Office Supplies                     | 84.82         | R        | 02/02/21          | 03/19/21     | B13051609                |            |
| 21-00272 4 SHI   | SHI International Corp. Office Supplies                     | 84.82         | R        | 02/02/21          | 03/19/21     | B13076893                |            |
|  |   | <u>413.92</u> |          |                   |              |                          |            |
| 1-01-20-120-120-214 Codification: Outside Professional Expen |   |               |          |                   |              |                          |            |
| 21-00084 2 GENCOD  | General Code LLC Codification                               | 1,195.00      | R        | 01/15/21          | 03/23/21     | GC00112883               | B          |
| 1-01-20-120-130-221 Copier: Maintenance & Repair             |   |               |          |                   |              |                          |            |
| 21-00081 3 CANON   | Canon Solutions America Inc. Maintenance & Repair           | 142.58        | R        | 01/15/21          | 03/23/21     | 4035623399               | B          |
| 1-01-20-130-100-213 Finance: Professional Development        |   |               |          |                   |              |                          |            |
| 21-00532 1 JPMON005  | JP Monzo Municipal Consulting 2021 Budget Webinar           | 50.00         | R        | 03/15/21          | 03/19/21     | 21-0311                  |            |
| 1-01-20-130-100-214 Finance: Outside Professional Expenses   |   |               |          |                   |              |                          |            |
| 21-00103 2 MARCO010  | Marco Technologies, LLC Managed Account Program             | 204.46        | R        | 01/19/21          | 03/23/21     | 436235352                | B          |
| 21-00103 3 MARCO010  | Marco Technologies, LLC Managed Account Program             | 129.46        | R        | 01/19/21          | 03/23/21     | 438647349                | B          |
| 21-00383 3 WAGEWKS   | Wage Works, Inc. FSA Administration Fee                     | 100.00        | R        | 02/16/21          | 03/19/21     | INV264891                | B          |
|  |   | <u>433.92</u> |          |                   |              |                          |            |
| 1-01-20-130-100-258 Finance: Office Supplies                 |   |               |          |                   |              |                          |            |
| 21-00567 2 WBMAS   | W.B. Mason Co., Inc. Finance Office Supplies                | 82.00         | R        | 03/15/21          | 03/19/21     | 218574122                | B          |
| 1-01-20-145-100-229 Tax Collector: Postage & Printing        |   |               |          |                   |              |                          |            |
| 21-00429 4 MGLFOR  | MGL Printing Solutions SHIPPING AND HANDLING                | 101.00        | R        | 02/19/21          | 03/19/21     | 179236                   |            |
| 21-00430 3 CANON   | Canon Solutions America Inc. COPIER MAINT 01/28/21-02/28/21 | 96.25         | R        | 02/19/21          | 03/18/21     | 4035561361               | B          |
|  |   | <u>197.25</u> |          |                   |              |                          |            |

| Account  | Description                    |                                | Amount           | Stat/Chk | First    | Rcvd     | Chk/Void     | PO   |
|--|--------------------------------|--------------------------------|------------------|----------|----------|----------|--------------|------|
| P.O. Id Item Vendor  | Item Description               |                                |                  |          | Enc Date | Date     | Date Invoice | Type |
| 1-01-20-145-100-258 Tax Collector: Office Supplies           |                                |                                |                  |          |          |          |              |      |
| 21-00429 1 MGLFOR  | MGL Printing Solutions         | SEWER BILLS - RESIDENTIAL      | 845.75           | R        | 02/19/21 | 03/19/21 | 179236       |      |
| 21-00429 2 MGLFOR  | MGL Printing Solutions         | SEWER BILLS - COMMERCIAL       | 229.00           | R        | 02/19/21 | 03/19/21 | 179236       |      |
| 21-00429 3 MGLFOR  | MGL Printing Solutions         | ENVELOPES WITH MGL PERMIT      | 435.00           | R        | 02/19/21 | 03/19/21 | 179236       |      |
| 21-00583 1 WBMAS   | W.B. Mason Co., Inc.           | TAX OFFICE SUPPLIES            | 113.25           | R        | 03/15/21 | 03/19/21 | 218565265    |      |
|  |                                |                                | <u>1,623.00</u>  |          |          |          |              |      |
| 1-01-20-150-100-213 Assessor: Professional Development       |                                |                                |                  |          |          |          |              |      |
| 21-00516 1 AMANJ   | AMANJ                          | Association of Municipal       | 75.00            | R        | 03/05/21 | 03/18/21 | BRYAN FLYNN  |      |
| 1-01-20-155-100-214 Legal: Outside Professional Expense      |                                |                                |                  |          |          |          |              |      |
| 21-00027 3 ALBNOR  | Norman W. Albert Esq.          | Municipal Prosecutor- Feb '21  | 4,250.00         | R        | 01/12/21 | 03/25/21 | MAR. 1 2021  | B    |
| 21-00028 6 CAR005  | Carlin & Ward P.C.             | Redevelopment Legal Services   | 2,020.00         | R        | 01/12/21 | 03/25/21 | 23133        | B    |
| 21-00028 7 CAR005  | Carlin & Ward P.C.             | Redevelopment Legal Services   | 1,180.00         | R        | 01/12/21 | 03/25/21 | 23134        | B    |
| 21-00028 8 CAR005  | Carlin & Ward P.C.             | Redevelopment Legal Services   | 1,413.57         | R        | 01/12/21 | 03/25/21 | 23135        | B    |
| 21-00030 4 RYANJ005  | Cooper, LLC                    | Township Attorney - Mar. 2021  | 5,354.16         | R        | 01/12/21 | 03/25/21 | 579          | B    |
| 21-00032 3 VBP005  | Vaughan, Baio & Partners       | Labor Attorney Services-Feb.21 | 1,235.00         | R        | 01/12/21 | 03/25/21 | 22768        | B    |
| 21-00033 2 APP005  | Apruzzese, McDermott, Mastro   | Labor Attorney - Jan. 21       | 988.00           | R        | 01/12/21 | 03/25/21 | 224932       | B    |
| 21-00035 3 LAWOF005  | Law Offices Wanda Chin Monahan | Redevelopment Legal - Feb. 21  | 2,279.00         | R        | 01/12/21 | 03/25/21 | 1289         | B    |
| 21-00037 2 SEN005  | Surenian, Edwards & Nolan LLC  | Legal Services - Affordable    | 3,651.25         | R        | 01/12/21 | 03/25/21 | JAN 2021     | B    |
| 21-00414 3 PALREN  | Renaud DeAppolonio, LLC        | Tax Appeal Legal Feb. 2021     | 2,077.00         | R        | 02/17/21 | 03/25/21 | 8327         | B    |
|  |                                |                                | <u>24,447.98</u> |          |          |          |              |      |
| 1-01-20-165-100-214 Engineering: Outside Professional Expens |                                |                                |                  |          |          |          |              |      |
| 21-00029 3 MASER   | Colliers Engineering & Design  | Cert. of Funds - Engineering   | 14,120.00        | R        | 01/12/21 | 03/25/21 | 0000641512   | B    |
| 21-00029 4 MASER   | Colliers Engineering & Design  | Cert. of Funds - Engineering   | 1,125.00         | R        | 01/12/21 | 03/25/21 | 0000644172   | B    |
|  |                                |                                | <u>15,245.00</u> |          |          |          |              |      |
| 1-01-21-180-000-211 Planning Board: Advertising Legal        |                                |                                |                  |          |          |          |              |      |
| 21-00553 1 WESTF005  | Westfield Leader               | PB LEGAL ADS / JANUARY 2021    | 114.60           | R        | 03/15/21 | 03/19/21 | 1023         |      |
| 21-00555 1 WESTF005  | Westfield Leader               | PB LEGAL AD / FEBRUARY 2021    | 51.80            | R        | 03/15/21 | 03/19/21 | 1136         |      |
|  |                                |                                | <u>166.40</u>    |          |          |          |              |      |
| 1-01-21-185-000-211 Zoning Board: Advertising Legal          |                                |                                |                  |          |          |          |              |      |
| 21-00554 1 WESTF005  | Westfield Leader               | ZBA LEGAL ADS / JANUARY 2021   | 87.79            | R        | 03/15/21 | 03/19/21 | 1024         |      |
| 1-01-21-185-000-213 Zoning Board: Professional Development   |                                |                                |                  |          |          |          |              |      |
| 21-00557 1 NJPLAN  | NJ Planning Officials, Inc.    | COURSE REG / SARAH OLIVER, ZBA | 85.00            | R        | 03/15/21 | 03/19/21 | 51161        |      |



| Account<br>P.O. Id Item Vendor                         | Description<br>Item Description                         | Amount           | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--|---|------------------|----------|-------------------|--------------|--------------------------|------------|
| 1-01-21-185-000-280 Zoning Board: Miscellaneous        |   |                  |          |                   |              |                          |            |
| 21-00559 1 NAMITE                                      | Nam-It Engraving ENGRAVED NAMEPLATES / WALNUT           | 15.00            | R        | 03/15/21          | 03/19/21     | 4067                     |            |
| 21-00559 2 NAMITE                                      | Nam-It Engraving ENGRAVED NAMEPLATES / WALNUT           | 75.00            | R        | 03/15/21          | 03/19/21     | 4067                     |            |
|  |   | <u>90.00</u>     |          |                   |              |                          |            |
| 1-01-23-220-000-216 INSURANCE: MISCELLANEOUS           |   |                  |          |                   |              |                          |            |
| 21-00002 10 DELTAD                                     | Delta Dental of New Jersey Inc Dental Billing - Active  | 10,994.26        | R        | 01/12/21          | 03/18/21     | 736778                   | B          |
| 21-00002 11 DELTAD                                     | Delta Dental of New Jersey Inc Dental Billing - Retired | 5,144.16         | R        | 03/12/21          | 03/18/21     | 737630                   | B          |
| 21-00590 1 RUSSAM                                      | DEAN RUSSAMANO Health Ins. Reimbursement                | 3,049.42         | R        | 03/15/21          | 03/19/21     | JAN. - MAR. '21          |            |
| 21-00595 2 STANIN                                      | STANDARD INSURANCE COMPANY 2021 Life Insurance          | 1,331.02         | R        | 03/22/21          | 03/23/21     | 00 126621 0001           | B          |
| 21-00597 1 SCHAELE                                     | LEO SCHAEFFER 2020 Medicare B Reimbursement             | 1,723.20         | R        | 03/23/21          | 03/23/21     | 2020 MEDICARE            |            |
|  |   | <u>22,242.06</u> |          |                   |              |                          |            |
| 1-01-25-240-100-213 Police: Professional Development   |   |                  |          |                   |              |                          |            |
| 21-00368 1 LEEDA                                       | FBI - LEEDA Inc. Training - Nazzaro                     | 695.00           | R        | 02/11/21          | 03/23/21     | 200051323                |            |
| 1-01-25-240-100-214 Police: Outside Professional Expen |   |                  |          |                   |              |                          |            |
| 21-00157 3 AUTOSP                                      | Auto Spa of Cranford, LLC February - Car Washes         | 62.83            | R        | 01/21/21          | 03/23/21     | FEBRUARY 2021            | B          |
| 21-00523 1 COLL11                                      | Colline Integrated Security Keys                        | 44.00            | R        | 03/05/21          | 03/23/21     | 130831                   |            |
| 21-00575 1 STEVE015                                    | STEVE Dâ€™AMBOLA DRE Supplies- Stylus                   | 22.44            | R        | 03/15/21          | 03/23/21     |                          |            |
| 21-00575 2 STEVE015                                    | STEVE Dâ€™AMBOLA DRE Supplies- Tablet Case              | 26.65            | R        | 03/15/21          | 03/23/21     |                          |            |
|  |   | <u>155.92</u>    |          |                   |              |                          |            |
| 1-01-25-240-100-221 Police: Maintenance and Repair     |   |                  |          |                   |              |                          |            |
| 21-00167 2 GARWAU                                      | Garwood Auto Parts Inc. Battery TV35                    | 96.99            | R        | 01/21/21          | 03/23/21     | 587002                   | B          |
| 21-00167 3 GARWAU                                      | Garwood Auto Parts Inc. Battery Core TV35               | 18.00            | R        | 01/21/21          | 03/23/21     | 587002                   | B          |
| 21-00167 4 GARWAU                                      | Garwood Auto Parts Inc. Surface Conditioner             | 39.00            | R        | 01/21/21          | 03/23/21     | 586581                   | B          |
| 21-00527 2 BUYW  | Buy Wise Auto Parts Bucket Truck Parts                  | 210.92           | R        | 03/05/21          | 03/23/21     | 03LP9633                 | B          |
| 21-00527 3 BUYW  | Buy Wise Auto Parts Bucket Truck Parts                  | 61.73            | R        | 03/05/21          | 03/23/21     | 03LP9633                 | B          |
| 21-00527 4 BUYW  | Buy Wise Auto Parts Exhaust Sensor                      | 41.15            | R        | 03/05/21          | 03/23/21     | 03LU9849                 | B          |
| 21-00527 5 BUYW  | Buy Wise Auto Parts Wiper Blades                        | 29.64            | R        | 03/05/21          | 03/23/21     | 03LW2813                 | B          |
|  |   | <u>497.43</u>    |          |                   |              |                          |            |
| 1-01-25-240-100-269 Police: Clothing Allowance         |   |                  |          |                   |              |                          |            |
| 21-00426 1 SMITWA                                      | SMITH & WARREN COMPANY Detective Breast Badge           | 153.50           | R        | 02/19/21          | 03/24/21     | A986867                  |            |
| 21-00426 2 SMITWA                                      | SMITH & WARREN COMPANY Detective Hat Badge              | 83.00            | R        | 02/19/21          | 03/24/21     | A986867                  |            |
| 21-00426 3 SMITWA                                      | SMITH & WARREN COMPANY Shipping                         | 15.13            | R        | 02/19/21          | 03/24/21     | A986867                  |            |
|  |   | <u>251.63</u>    |          |                   |              |                          |            |

| Account<br>P.O. Id Item Vendor              | Description<br>Item Description  | Amount          | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|---|--|-----------------|----------|-------------------|--------------|--------------------------|------------|
| 1-01-25-240-100-280<br>21-00508 1 WFD COLLI | Pol:Ins Claims/Traff Lights-Vehicles-Etc<br>WESTFIELD COLLISION CENTER Repairs RC 43 | 3,999.37        | R        | 03/05/21          | 03/23/21     | G0200219                 |            |
| 1-01-25-240-200-221                         | Comm: Maint & Repair   |                 |          |                   |              |                          |            |
| 21-00166 3 MARCO010                         | Marco Technologies, LLC Records Copier Maintenance                                   | 18.58           | R        | 01/21/21          | 03/23/21     | INV8499104               | B          |
| 21-00166 4 MARCO010                         | Marco Technologies, LLC Records Copier Maintenance                                   | 38.75           | R        | 01/21/21          | 03/23/21     | INV8531937               | B          |
| 21-00512 1 VANBERGE                         | JOSEPH VAN BERGEN Software Reimbursement   | 120.00          | R        | 03/05/21          | 03/23/21     | 7653671                  |            |
| 21-00514 1 GRAMCO                           | Gramco Business Communications Maintenance Contract                                  | <u>1,095.00</u> | R        | 03/05/21          | 03/23/21     | 21-161                   |            |
|   |  | 1,272.33        |          |                   |              |                          |            |
| 1-01-25-240-200-237                         | Comm: Utilities  |                 |          |                   |              |                          |            |
| 21-00171 3 ATT001                           | AT&T Mobility February Wireless Service  | 656.64          | R        | 01/21/21          | 03/23/21     | 02282021                 | B          |
| 1-01-25-240-200-258                         | Comm: Office Supplies  |                 |          |                   |              |                          |            |
| 21-00159 7 WBMAS                            | W.B. Mason Co., Inc. Clock   | 17.89           | R        | 01/21/21          | 03/23/21     | 218198143                | B          |
| 21-00380 7 AMAZON                           | Amazon Capital Services LLC Mail Sorter  | 46.12           | R        | 02/11/21          | 03/23/21     | 1WVT-PVJV-J6HT           | B          |
| 21-00380 8 AMAZON                           | Amazon Capital Services LLC Toner  | 144.00          | R        | 02/11/21          | 03/23/21     | 1CPR-HVXC-1M7X           | B          |
| 21-00380 9 AMAZON                           | Amazon Capital Services LLC Toner  | 139.00          | R        | 02/11/21          | 03/23/21     | 1CPR-HVXC-1M7X           | B          |
| 21-00380 10 AMAZON                          | Amazon Capital Services LLC Toner  | 134.00          | R        | 02/11/21          | 03/23/21     | 1CPR-HVXC-1M7X           | B          |
| 21-00380 11 AMAZON                          | Amazon Capital Services LLC Shipping   | <u>6.20</u>     | R        | 02/11/21          | 03/23/21     | 1CPR-HVXC-1M7X           | B          |
|   |  | 487.21          |          |                   |              |                          |            |
| 1-01-25-240-200-271                         | Comm: Misc Materials & Supplies  |                 |          |                   |              |                          |            |
| 21-00528 1 NBF                              | National Business Furniture Desk Chairs  | 355.50          | R        | 03/05/21          | 03/23/21     | ZK126447-TDQ             |            |
| 21-00528 2 NBF                              | National Business Furniture Desk Chairs  | 1,148.40        | R        | 03/05/21          | 03/23/21     | ZK126447-TDQ             |            |
| 21-00528 3 NBF                              | National Business Furniture Shipping   | <u>249.00</u>   | R        | 03/23/21          | 03/23/21     | ZK126447-TDQ             |            |
|   |  | 1,752.90        |          |                   |              |                          |            |
| 1-01-25-240-200-280                         | Comm: Miscellaneous -911 Radio Service   |                 |          |                   |              |                          |            |
| 21-00168 2 COUNT023                         | County of Union 1st Quarter 9-1-1 Services   | 11,220.00       | R        | 01/21/21          | 03/23/21     | 21000212                 | B          |
| 1-01-25-265-100-213                         | Fire: Professional Development   |                 |          |                   |              |                          |            |
| 21-00071 1 MORRISCT                         | Morris County Public Safety Fire Instructor Level 1                                  | 350.00          | R        | 01/15/21          | 03/23/21     | 29364                    |            |
| 21-00071 2 MORRISCT                         | Morris County Public Safety Fire Instructor Level 1                                  | 350.00          | R        | 03/09/21          | 03/23/21     | 29364                    |            |
| 21-00520 1 FIRE005                          | Fire Law Group, LLC Managing Discip. Challenges                                      | <u>195.00</u>   | R        | 03/05/21          | 03/18/21     | CRANFORD003              |            |
|   |  | 895.00          |          |                   |              |                          |            |
| 1-01-25-265-100-221                         | Fire: Maint & Repairs  |                 |          |                   |              |                          |            |
| 21-00591 2 FIRESF                           | Fire & Safety Services Ltd. Apparatus repairs  | 2,260.92        | R        | 03/15/21          | 03/24/21     | SI21-0461                | B          |

| Account<br>P.O. Id Item Vendor | Description                           | Item Description              | Amount          | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--------------------------------|---------------------------------------|-------------------------------|-----------------|----------|-------------------|--------------|--------------------------|------------|
| 1-01-25-265-100-221            | Fire: Maint & Repairs                 | Continued                     |                 |          |                   |              |                          |            |
| 21-00591 3 FIRESF              | Fire & Safety Services Ltd.           | Apparatus repairs             | 1,069.08        | R        | 03/15/21          | 03/24/21     | SI21-0461                | B          |
| 21-00591 4 FIRESF              | Fire & Safety Services Ltd.           | Apparatus repairs             | 68.29           | R        | 03/15/21          | 03/24/21     | SI21-0462                | B          |
| 21-00591 5 FIRESF              | Fire & Safety Services Ltd.           | Apparatus repairs             | 420.00          | R        | 03/15/21          | 03/24/21     | SI21-0462                | B          |
|                                |                                       |                               | <u>3,818.29</u> |          |                   |              |                          |            |
| 1-01-25-265-100-260            | Fire: Safety Supplies                 |                               |                 |          |                   |              |                          |            |
| 21-00572 1 JOHND005            | JOHN DILLON                           | Cases of water for rigs       | 389.99          | R        | 03/15/21          | 03/19/21     |                          |            |
| 1-01-25-265-100-264            | Fire: Vehicle Supplies                |                               |                 |          |                   |              |                          |            |
| 21-00046 15 GARWAU             | Garwood Auto Parts Inc.               | Vehicle supplies              | 24.35           | R        | 01/15/21          | 03/18/21     | 586432                   | B          |
| 21-00046 16 GARWAU             | Garwood Auto Parts Inc.               | Vehicle supplies              | 26.25           | R        | 01/15/21          | 03/18/21     | 586432                   | B          |
|                                |                                       |                               | <u>50.60</u>    |          |                   |              |                          |            |
| 1-01-25-265-100-280            | Fire: Miscellaneous                   |                               |                 |          |                   |              |                          |            |
| 21-00019 4 BELAT2              | Verizon Wireless                      | Acct# 542046447-00001         | 418.21          | R        | 01/12/21          | 03/18/21     | 9874516118               | B          |
| 21-00482 1 UPS                 | The UPS Store                         | Ground commercial shipping    | 18.37           | R        | 02/23/21          | 03/19/21     | 95AE14242276341          |            |
|                                |                                       |                               | <u>436.58</u>   |          |                   |              |                          |            |
| 1-01-25-265-100-291            | Fire: Third Party Collection Payments |                               |                 |          |                   |              |                          |            |
| 21-00374 3 AMBRE               | Ambulance Reimbursement System        | % of collection - EMS billing | 1,259.51        | R        | 02/11/21          | 03/18/21     | 1194                     | B          |
| 1-01-25-265-140-221            | EMS: Maintenance & Repair             |                               |                 |          |                   |              |                          |            |
| 21-00068 1 BAYHEADI            | Bayhead Investments, Inc.             | Repairs to EMS-3              | 178.56          | R        | 01/15/21          | 03/18/21     | 0113339                  |            |
| 21-00068 2 BAYHEADI            | Bayhead Investments, Inc.             | Repairs to EMS-3              | 28.98           | R        | 01/15/21          | 03/18/21     | 0113339                  |            |
| 21-00068 3 BAYHEADI            | Bayhead Investments, Inc.             | Repairs to EMS-3              | 25.20           | R        | 01/15/21          | 03/18/21     | 0113339                  |            |
| 21-00068 4 BAYHEADI            | Bayhead Investments, Inc.             | Repairs to EMS-3              | 22.35           | R        | 01/15/21          | 03/18/21     | 0113339                  |            |
| 21-00068 5 BAYHEADI            | Bayhead Investments, Inc.             | Repairs to EMS-3              | 8.75            | R        | 01/15/21          | 03/18/21     | 0113339                  |            |
| 21-00068 6 BAYHEADI            | Bayhead Investments, Inc.             | Repairs to EMS-3              | 146.25          | R        | 01/15/21          | 03/18/21     | 0113339                  |            |
| 21-00068 7 BAYHEADI            | Bayhead Investments, Inc.             | Repairs to EMS-3              | 29.25           | R        | 01/15/21          | 03/18/21     | 0113339                  |            |
| 21-00114 1 BAYHEADI            | Bayhead Investments, Inc.             | 19.5" wheel replacement       | 132.37          | R        | 01/19/21          | 03/18/21     | 0113274                  |            |
|                                |                                       |                               | <u>571.71</u>   |          |                   |              |                          |            |
| 1-01-25-265-140-258            | EMS: Oxygen Delivery/Refill           |                               |                 |          |                   |              |                          |            |
| 21-00054 10 IDMMED             | I.D.M. Medical Supply Company         | Oxygen delivery/refill        | 20.00           | R        | 01/15/21          | 03/19/21     | F2211                    | B          |
| 21-00054 11 IDMMED             | I.D.M. Medical Supply Company         | Oxygen delivery/refill        | 25.00           | R        | 01/15/21          | 03/19/21     | F2211                    | B          |
| 21-00054 12 IDMMED             | I.D.M. Medical Supply Company         | Oxygen delivery/refill        | 88.50           | R        | 01/15/21          | 03/23/21     | F2265                    | B          |
| 21-00054 13 IDMMED             | I.D.M. Medical Supply Company         | Oxygen delivery/refill        | 46.74           | R        | 01/15/21          | 03/23/21     | F2265                    | B          |
| 21-00054 14 IDMMED             | I.D.M. Medical Supply Company         | Oxygen delivery/refill        | 22.82           | R        | 01/15/21          | 03/23/21     | F2265                    | B          |

| Account P.O. Id Item Vendor               | Description  | Item Description                    | Amount                 | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date Invoice | PO Type |
|---|--|-------------------------------------|------------------------|----------|----------------|-----------|-----------------------|---------|
| 1-01-25-265-140-258<br>21-00054 15 IDMMED | EMS: Oxygen Delivery/Refill<br>I.D.M. Medical Supply Company | Continued<br>Oxygen delivery/refill | <u>75.00</u><br>278.06 | R        | 01/15/21       | 03/23/21  | F2265                 | B       |
| 1-01-25-265-140-271                       | EMS: Misc Mat'l & Supplies                                   |                                     |                        |          |                |           |                       |         |
| 21-00280 4 RALPHV                         | V E RALPH & SON INC.   | EMS Supplies                        | 24.90                  | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 5 RALPHV                         | V E RALPH & SON INC.   | EMS Supplies                        | 37.90                  | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 6 RALPHV                         | V E RALPH & SON INC.   | EMS Supplies                        | 7.95                   | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 7 RALPHV                         | V E RALPH & SON INC.   | EMS Supplies                        | 30.95                  | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 8 RALPHV                         | V E RALPH & SON INC.   | EMS Supplies                        | 18.95                  | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 9 RALPHV                         | V E RALPH & SON INC.   | EMS Supplies                        | 112.00                 | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 10 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 37.08                  | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 11 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 37.08                  | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 12 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 37.08                  | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 13 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 37.08                  | R        | 02/02/21       | 03/19/21  | 416285                | B       |
| 21-00280 14 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 98.65                  | R        | 02/02/21       | 03/19/21  | 416387                | B       |
| 21-00280 15 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 37.08                  | R        | 02/02/21       | 03/19/21  | 416387                | B       |
| 21-00280 16 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 72.00                  | R        | 02/02/21       | 03/19/21  | 416386                | B       |
| 21-00280 17 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 23.82                  | R        | 02/02/21       | 03/19/21  | 416386                | B       |
| 21-00280 18 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 81.25                  | R        | 02/02/21       | 03/19/21  | 416666                | B       |
| 21-00280 19 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 9.42                   | R        | 02/02/21       | 03/19/21  | 416666                | B       |
| 21-00280 20 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | 98.65                  | R        | 02/02/21       | 03/23/21  | 416869                | B       |
| 21-00280 21 RALPHV                        | V E RALPH & SON INC.   | EMS Supplies                        | <u>42.25</u><br>844.09 | R        | 02/02/21       | 03/23/21  | 416868                | B       |
| 1-01-25-266-145-280<br>21-00483 1 GARWAW  | Uniform Fire Code<br>Garwood Auto Parts Inc.                 | Battery charger                     | 350.99                 | R        | 02/23/21       | 03/18/21  | 586068                |         |
| 1-01-26-290-100-221                       | DPW: Maintenance & Repair                                    |                                     |                        |          |                |           |                       |         |
| 21-00274 4 WIRELES1                       | Motorola Solutions, Inc.                                     | Radios Service Contract             | 215.00                 | R        | 02/02/21       | 03/19/21  | M59893                | B       |
| 21-00343 32 GARWAW                        | Garwood Auto Parts Inc.                                      | Blanket - Auto Parts                | 127.27                 | R        | 02/09/21       | 03/18/21  | 586501                | B       |
| 21-00343 33 GARWAW                        | Garwood Auto Parts Inc.                                      | Blanket - Auto Parts                | 66.00                  | R        | 03/16/21       | 03/18/21  | 586602                | B       |
| 21-00343 34 GARWAW                        | Garwood Auto Parts Inc.                                      | Blanket - Auto Parts                | 83.94                  | R        | 03/16/21       | 03/18/21  | 586820                | B       |
| 21-00343 35 GARWAW                        | Garwood Auto Parts Inc.                                      | Blanket - Auto Parts                | 110.00                 | R        | 03/16/21       | 03/18/21  | 586856                | B       |
| 21-00343 37 GARWAW                        | Garwood Auto Parts Inc.                                      | Blanket - Auto Parts                | 301.56                 | R        | 03/16/21       | 03/18/21  | 586830                | B       |
| 21-00462 1 JAFIND                         | JAF Industries, LLC  | CULTURES                            | 1,200.00               | R        | 02/23/21       | 03/18/21  | 20968                 |         |
| 21-00488 1 JESCO005                       | Jesco, Inc.  | SNOW BLADE                          | 678.68                 | R        | 02/23/21       | 03/19/21  | JC4190                |         |
| 21-00490 1 JEMIN005                       | JEM Industrial Services Inc.                                 | CLEANING SUPPLIES                   | 152.54                 | R        | 02/23/21       | 03/19/21  | 15-3057               |         |
| 21-00490 2 JEMIN005                       | JEM Industrial Services Inc.                                 | CLEANING SUPPLIES                   | 90.02                  | R        | 02/23/21       | 03/19/21  | 15-3057               |         |

| Account   | Description                              |           | Amount          | Stat/Chk | First    | Rcvd     | Chk/Void     | PO   |
|---|--|-----------|-----------------|----------|----------|----------|--------------|------|
| P.O. Id Item Vendor                                 | Item Description                         |           |                 |          | Enc Date | Date     | Date Invoice | Type |
| 1-01-26-290-100-221                                 | DPW: Maintenance & Repair                | Continued |                 |          |          |          |              |      |
| 21-00490 3 JEMIN005 JEM Industrial Services Inc.    | CLEANING SUPPLIES                        |           | 54.53           | R        | 02/23/21 | 03/19/21 | 15-3057      |      |
| 21-00490 4 JEMIN005 JEM Industrial Services Inc.    | CLEANING SUPPLIES                        |           | 103.55          | R        | 02/23/21 | 03/19/21 | 15-3057      |      |
| 21-00490 5 JEMIN005 JEM Industrial Services Inc.    | CLEANING SUPPLIES                        |           | 102.77          | R        | 02/23/21 | 03/19/21 | 15-3057      |      |
| 21-00490 6 JEMIN005 JEM Industrial Services Inc.    | CLEANING SUPPLIES                        |           | 35.00           | R        | 02/23/21 | 03/19/21 | 15-3057      |      |
| 21-00494 1 MODGROUP MODERN GROUP LTD                | SENSOR                                   |           | 184.60          | R        | 02/23/21 | 03/19/21 | PSI260371    |      |
|   |  |           | <u>3,285.46</u> |          |          |          |              |      |
| 1-01-26-290-100-250                                 | DPW: Building & Grounds Supplies         |           |                 |          |          |          |              |      |
| 21-00342 3 FANWDC Fanwood Crushed Stone             | BLANKET - Quarry Process                 |           | 1,756.87        | R        | 02/19/21 | 03/18/21 | 6057516      | B    |
| 21-00356 9 WESTLUMB Westfield Lumber & Home Center  | Blanket - B & G Supplies                 |           | 38.35           | R        | 02/09/21 | 03/19/21 | 732389       | B    |
| 21-00356 10 WESTLUMB Westfield Lumber & Home Center | Blanket - B & G Supplies                 |           | 72.52           | R        | 02/09/21 | 03/19/21 | 732621       | B    |
| 21-00356 11 WESTLUMB Westfield Lumber & Home Center | Blanket - B & G Supplies                 |           | 4.87            | R        | 02/09/21 | 03/19/21 | A80123       | B    |
| 21-00356 12 WESTLUMB Westfield Lumber & Home Center | Blanket - B & G Supplies                 |           | 26.67           | R        | 02/09/21 | 03/19/21 | A80123       | B    |
| 21-00356 13 WESTLUMB Westfield Lumber & Home Center | Blanket - B & G Supplies                 |           | 18.71           | R        | 02/09/21 | 03/19/21 | 732615       | B    |
| 21-00356 14 WESTLUMB Westfield Lumber & Home Center | Blanket - B & G Supplies                 |           | 12.30           | R        | 02/09/21 | 03/19/21 | 732797       | B    |
|   |  |           | <u>1,930.29</u> |          |          |          |              |      |
| 1-01-26-290-100-269                                 | DPW: Clothing Allowance                  |           |                 |          |          |          |              |      |
| 21-00489 1 JERSYU Jersey Uniform Industrial Wear    | SWEATSHIRTS                              |           | 45.00           | R        | 02/23/21 | 03/19/21 | 14282        |      |
| 1-01-26-290-100-271                                 | DPW: Misc Mat'l & Supplies               |           |                 |          |          |          |              |      |
| 21-00452 4 HOMEDEP Home Depot                       | Misc. Building Materials                 |           | 144.00          | R        | 02/23/21 | 03/18/21 | 4085255      | B    |
| 21-00452 5 HOMEDEP Home Depot                       | Misc. Building Materials                 |           | 22.98           | R        | 02/23/21 | 03/18/21 | 4085255      | B    |
|   |  |           | <u>166.98</u>   |          |          |          |              |      |
| 1-01-26-290-100-280                                 | DPW: Miscellaneous                       |           |                 |          |          |          |              |      |
| 21-00530 1 MARQUA RICHARD MARQUARDT                 | REIMBURSEMENT                            |           | 18.00           | R        | 03/15/21 | 03/19/21 |              |      |
| 1-01-26-290-145-214                                 | Conservation: Outside Professional Expen |           |                 |          |          |          |              |      |
| 21-00025 33 GIORDANO Giordano Company Inc.          | 2021 Municipal Trash Pick Up             |           | 60.46           | R        | 03/02/21 | 03/18/21 | 82488        | B    |
| 1-01-26-305-100-214                                 | Recycling: Other Professional Expenses   |           |                 |          |          |          |              |      |
| 21-00026 4 GIORDANO Giordano Company Inc.           | 2021 Curbside Recycling                  |           | 51,450.00       | R        | 01/12/21 | 03/18/21 | 82442        | B    |
| 1-01-26-310-110-214                                 | B&G Municipal Building: Outside Prof. Ex |           |                 |          |          |          |              |      |
| 21-00510 1 ANJR Association of NJ Recyclers         | TRAINING/CLASSES                         |           | 60.00           | R        | 03/05/21 | 03/18/21 | 21-03215     |      |

| Account<br>P.O. Id Item Vendor                               | Description<br>Item Description | Amount          | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--|---------------------------------|-----------------|----------|-------------------|--------------|--------------------------|------------|
| 1-01-26-310-110-221 B&G Municipal Building: Maint. & Repair  |                                 |                 |          |                   |              |                          |            |
| 21-00337 12 CINTA005 Cintas Corporation                      | BLANKET - Cleaning Supplies     | 339.67          | R        | 02/09/21          | 03/19/21     | 4078730025               | B          |
| 21-00473 1 AIRGRP Air Group LLC.                             | ADJUSTED DAMPERS                | 319.00          | R        | 02/23/21          | 03/18/21     | 11009728                 |            |
| 21-00473 2 AIRGRP Air Group LLC.                             | ADJUSTED DAMPERS                | 31.90           | R        | 02/23/21          | 03/18/21     | 11009728                 |            |
| 21-00474 1 DELTA005 Delta Safety Systems Inc.                | ANNUAL TEST & CERTIFICATION     | 650.00          | R        | 02/23/21          | 03/18/21     | 1776                     |            |
| 21-00474 2 DELTA005 Delta Safety Systems Inc.                | ANNUAL TEST & CERTIFICATION     | 22.00           | R        | 02/23/21          | 03/18/21     | 1776                     |            |
| 21-00570 1 REYNLD Reynolds Plumbing & Heating                | REPAIR                          | 165.00          | R        | 03/15/21          | 03/19/21     | 32355                    |            |
| 21-00571 1 REYNLD Reynolds Plumbing & Heating                | BATHROOM REPAIR                 | 135.00          | R        | 03/15/21          | 03/19/21     | 32653                    |            |
| 21-00596 4 AAA005 AAA Facility Solutions LLC                 | Municipal Building - April      | <u>1,304.00</u> | R        | 03/23/21          | 03/24/21     | 1931                     | B          |
|  |                                 | 2,902.77        |          |                   |              |                          |            |
| 1-01-26-310-110-237 B&G Municipal Building: Utilities        |                                 |                 |          |                   |              |                          |            |
| 21-00025 28 GIORDANO Giordano Company Inc.                   | 2021 Municipal Trash Pick Up    | 244.34          | R        | 01/12/21          | 03/18/21     | 82488                    | B          |
| 21-00025 36 GIORDANO Giordano Company Inc.                   | 2021 Municipal Trash Pick Up    | <u>3,689.59</u> | R        | 03/17/21          | 03/18/21     | 82488                    | B          |
|  |                                 | 3,933.93        |          |                   |              |                          |            |
| 1-01-26-310-115-221 B&G Firehouse: Maintenance & Repairs     |                                 |                 |          |                   |              |                          |            |
| 21-00051 10 CINTA005 Cintas Corporation                      | Monthly Carpet Exch. March      | 60.78           | R        | 01/15/21          | 03/18/21     | 4077412193               | B          |
| 21-00051 11 CINTA005 Cintas Corporation                      | Monthly Carpet Exch. March      | 56.52           | R        | 01/15/21          | 03/18/21     | 4077412193               | B          |
| 21-00051 12 CINTA005 Cintas Corporation                      | Monthly Carpet Exch. March      | 37.85           | R        | 01/15/21          | 03/18/21     | 4077412193               | B          |
| 21-00051 13 CINTA005 Cintas Corporation                      | Monthly Carpet Exch. March      | <u>8.19</u>     | R        | 01/15/21          | 03/18/21     | 4077412193               | B          |
|  |                                 | 163.34          |          |                   |              |                          |            |
| 1-01-26-310-115-237 B&G Firehouse: Utilities                 |                                 |                 |          |                   |              |                          |            |
| 21-00025 29 GIORDANO Giordano Company Inc.                   | 2021 Municipal Trash Pick Up    | 75.75           | R        | 01/12/21          | 03/18/21     | 82488                    | B          |
| 21-00129 4 NJAW New Jersey American Water                    | Water bill - special account    | 294.63          | R        | 01/19/21          | 03/19/21     | 210019655287             | B          |
| 21-00130 4 NJAW New Jersey American Water                    | Water bill - firehouse acct     | <u>120.50</u>   | R        | 01/19/21          | 03/19/21     | 210021502997             | B          |
|  |                                 | 490.88          |          |                   |              |                          |            |
| 1-01-26-310-115-250 B&G Firehouse: Building & Ground Supplie |                                 |                 |          |                   |              |                          |            |
| 21-00243 1 PREMRL Premier Quality Electrical                 | 4' LED Bulbs                    | 120.00          | R        | 01/26/21          | 03/19/21     | 016797                   |            |
| 21-00461 1 PREMRL Premier Quality Electrical                 | Electrical supplies             | 80.00           | R        | 02/23/21          | 03/19/21     |                          |            |
| 21-00461 2 PREMRL Premier Quality Electrical                 | Electrical supplies             | 30.00           | R        | 02/23/21          | 03/19/21     |                          |            |
| 21-00521 1 VIKNGP VIKING PLMB & HTG SUPPLY                   | Faucet replacement              | <u>143.00</u>   | R        | 03/05/21          | 03/23/21     | 02694                    |            |
|  |                                 | 373.00          |          |                   |              |                          |            |
| 1-01-26-310-120-221 B&G Roundhouse-DPW: Maint. & Repair      |                                 |                 |          |                   |              |                          |            |
| 21-00025 35 GIORDANO Giordano Company Inc.                   | 2021 Municipal Trash Pick Up    | 321.43          | R        | 01/12/21          | 03/18/21     | 82488                    | B          |

| Account                                    | Description   | Item Description               | Amount          | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice    | PO Type |
|--|---|--------------------------------|-----------------|----------|----------------|-----------|---------------|------------|---------|
| P.O. Id Item Vendor                        |   |                                |                 |          |                |           |               |            |         |
| 1-01-26-310-120-237<br>21-00022 36 COMC    | B&G Roundhouse-DPW: Utilities<br>Comcast                                  | Acct # 8499-05-342-0137945     | 298.30          | R        | 03/02/21       | 03/18/21  |               | 0137945    | B       |
| 1-01-26-310-120-280<br>21-00497 1 SER005   | B&G Roundhouse-DPW: Miscellaneous<br>Servpro of Central Union Cnty        | COVID CLEANING                 | 3,267.00        | R        | 02/23/21       | 03/19/21  |               | 55770      |         |
| 1-01-26-310-125-221<br>21-00495 1 OSASY005 | B&G Hanson House: Maint. & Repair<br>O.S.A. Systems LLC                   | CELLULAR SERVICE               | 360.00          | R        | 02/23/21       | 03/19/21  |               | 15052      |         |
| 21-00495 2 OSASY005                        | O.S.A. Systems LLC  | CELLULAR SERVICE               | 240.00          | R        | 02/23/21       | 03/19/21  |               | 15052      |         |
|  |   |                                | <u>600.00</u>   |          |                |           |               |            |         |
| 1-01-26-310-135-214<br>21-00207 4 CINTA005 | B&G Community Center: Outside Prof. Exp.<br>Cintas Corporation            | building sanitization supplies | 460.71          | R        | 01/21/21       | 03/18/21  |               | 4078071841 | B       |
| 21-00464 1 SENS005                         | SenSource Inc.  | Annual Data Hosting Service    | 480.00          | R        | 02/23/21       | 03/19/21  |               | 47465      |         |
| 21-00596 6 AAA005                          | AAA Facility Solutions LLC  | Community Center - April       | 1,177.00        | R        | 03/23/21       | 03/24/21  |               | 1931       | B       |
|  |   |                                | <u>2,117.71</u> |          |                |           |               |            |         |
| 1-01-26-310-135-221<br>21-00221 2 SURVIV   | B&G Community Center: Maintenance & Repa<br>SURVIVOR FIRE & SECURITY SYS. | extinguishers fire blankets    | 10.00           | R        | 01/21/21       | 03/19/21  |               | SM18568    | B       |
| 21-00408 1 SER005                          | Servpro of Central Union Cnty   | Emrgncy cleaning&disinfecting  | 3,268.35        | R        | 02/16/21       | 03/19/21  |               | 55937      |         |
|  | Tracking Id: COVID-19   | COVID-19 Expenses              |                 |          |                |           |               |            |         |
|  |   |                                | <u>3,278.35</u> |          |                |           |               |            |         |
| 1-01-26-310-140-232<br>21-00012 3 NJTRA1   | B&G Railroad Parking Lot: Lease Expense<br>New Jersey Transit Corp.       | Lease # L1743-1730-08          | 9,400.00        | R        | 01/12/21       | 03/23/21  |               | INV0247207 | B       |
| 1-01-26-310-145-214<br>21-00022 32 COMC    | B&G Parking System: Outside Prof. Exp.<br>Comcast                         | Account # 8499-05-342-0135386  | 111.79          | R        | 01/12/21       | 03/18/21  |               | 0135386    | B       |
| 21-00025 32 GIORDANO                       | Giordano Company Inc.   | 2021 Municipal Trash Pick Up   | 120.91          | R        | 01/12/21       | 03/18/21  |               | 82488      | B       |
| 21-00093 4 INTEGRAT                        | Integrated Technical Systems  | Pay Station Service Fee        | 2,695.00        | R        | 01/15/21       | 03/23/21  |               | IN32764    | B       |
| 21-00165 3 MACK005                         | Mackay Meters, Inc.   | Meter Fees - February          | 120.70          | R        | 01/21/21       | 03/23/21  |               | 1058588    | B       |
|  |   |                                | <u>3,048.40</u> |          |                |           |               |            |         |
| 1-01-26-310-145-221<br>21-00169 4 INTEGRAT | B&G Parking System: Maint. & Repair<br>Integrated Technical Systems       | Pay Station Repairs            | 1,030.00        | R        | 01/21/21       | 03/23/21  |               | IN32435    | B       |
| 1-01-26-310-170-214<br>21-00515 1 ARNOLD   | B&G 375 Centennial Ave: O/S Prof Exp<br>Arnold's Pest Control             | tennis courts pest cont 85111  | 125.00          | R        | 03/05/21       | 03/18/21  |               | 85111      |         |

| Account   | Description                  |                               | Amount          | Stat/Chk | First    | Rcvd     | Chk/Void        | PO   |
|---|------------------------------|-------------------------------|-----------------|----------|----------|----------|-----------------|------|
| P.O. Id Item Vendor                                     | Item Description             |                               |                 |          | Enc Date | Date     | Date Invoice    | Type |
| 1-01-26-315-000-221 Gasoline: Maint. & Repair           |                              |                               |                 |          |          |          |                 |      |
| 21-00047 12 OUTSTD                                      | Outstanding Service Co. Inc. | Monthly fuel tank insp March  | 97.00           | R        | 01/15/21 | 03/19/21 | 7145            | B    |
| 21-00047 13 OUTSTD                                      | Outstanding Service Co. Inc. | Monthly fuel tank insp March  | 67.00           | R        | 01/15/21 | 03/19/21 | 7145            | B    |
| 21-00047 14 OUTSTD                                      | Outstanding Service Co. Inc. | Monthly fuel tank insp March  | 25.00           | R        | 01/15/21 | 03/19/21 | 7145            | B    |
| 21-00047 15 OUTSTD                                      | Outstanding Service Co. Inc. | Monthly fuel tank insp March  | 59.90           | R        | 01/15/21 | 03/19/21 | 7145            | B    |
| 21-00047 16 OUTSTD                                      | Outstanding Service Co. Inc. | Monthly fuel tank insp March  | <u>52.00</u>    | R        | 01/15/21 | 03/19/21 | 7145            | B    |
|   |                              |                               | 300.90          |          |          |          |                 |      |
| 1-01-26-315-000-264 Gasoline: Gasoline/Diesel Fuel      |                              |                               |                 |          |          |          |                 |      |
| 21-00481 4 NATOIL                                       | National Fuel Oil, Inc.      | Gasoline/diesel fuel          | 1,466.43        | R        | 02/23/21 | 03/19/21 | 55429           | B    |
| 21-00481 5 NATOIL                                       | National Fuel Oil, Inc.      | Gasoline/diesel fuel          | 4,347.28        | R        | 02/23/21 | 03/19/21 | 55979           | B    |
| 21-00481 6 NATOIL                                       | National Fuel Oil, Inc.      | Gasoline/diesel fuel          | 3,371.71        | R        | 02/23/21 | 03/23/21 | 56359           | B    |
| 21-00481 7 NATOIL                                       | National Fuel Oil, Inc.      | Gasoline/diesel fuel          | <u>2,036.23</u> | R        | 02/23/21 | 03/23/21 | 56333           | B    |
|   |                              |                               | 11,221.65       |          |          |          |                 |      |
| 1-01-27-330-100-213 Health: Professional Development    |                              |                               |                 |          |          |          |                 |      |
| 21-00330 1 NJLBHA                                       | New Jersey Local Boards of   | NJLBHA 2021 Renewal           | 95.00           | R        | 02/05/21 | 03/19/21 |                 |      |
| 1-01-28-370-100-214 Rec. Adm: Outside Professional Exp. |                              |                               |                 |          |          |          |                 |      |
| 21-00517 2 TAP005                                       | Tap into Local LLC           | unlimited content and promo   | 100.00          | R        | 03/05/21 | 03/24/21 | 31744           | B    |
| 1-01-28-370-100-258 Rec.: Office Supplies               |                              |                               |                 |          |          |          |                 |      |
| 21-00225 10 WBMAS                                       | W.B. Mason Co., Inc.         | office supply blanket 3mo     | 14.75           | R        | 01/21/21 | 03/19/21 | 218534892       | B    |
| 1-01-28-370-100-280 Rec.: Miscellaneous                 |                              |                               |                 |          |          |          |                 |      |
| 21-00201 3 AMAZON                                       | Amazon Capital Services LLC  | Senior class equipment        | 35.00           | R        | 01/21/21 | 03/23/21 | 1WJ3-CRLJ-4MLJ  | B    |
| 21-00201 5 AMAZON                                       | Amazon Capital Services LLC  | Senior class equipment        | 35.00           | R        | 01/21/21 | 03/23/21 | 1VXY-3L4H-VRNG  | B    |
| 21-00206 3 CANON  | Canon Solutions America Inc. | maintenance copier            | 45.45           | R        | 01/21/21 | 03/18/21 | 4035605919      | B    |
| 21-00420 1 CANON  | Canon Solutions America Inc. | Copier Maintenance 4034693977 | 40.46           | R        | 02/19/21 | 03/18/21 | 4034693977      |      |
| 21-00526 1 KEN001                                       | Brian Kennedy                | senior st. pats performance   | <u>150.00</u>   | R        | 03/05/21 | 03/23/21 |                 |      |
|   |                              |                               | 235.91          |          |          |          |                 |      |
| 1-01-28-370-125-237 Rec. Cranford West: Utilities       |                              |                               |                 |          |          |          |                 |      |
| 21-00320 3 JCPL   | Jersey Central Power & Light | Electric for Cranford West    | 3.10            | R        | 02/05/21 | 03/19/21 | 100 003 727 581 | B    |
| 1-01-28-371-100-221 Senior Bus Maintenance              |                              |                               |                 |          |          |          |                 |      |
| 21-00210 2 CRANSS                                       | Centennial Service Center    | senior bus inspection         | 32.50           | R        | 01/21/21 | 03/24/21 | 94415           | B    |





| Account<br>P.O. Id Item Vendor | Description                    | Item Description               | Amount           | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--------------------------------|--------------------------------|--------------------------------|------------------|----------|-------------------|--------------|--------------------------|------------|
| 1-01-29-390-100-271            | Library: Misc Mat'l & Supplies | Continued                      |                  |          |                   |              |                          |            |
| 21-00117 40 BAKER1             | Baker & Taylor LLC             | Account # 303004               | 115.36           | R        | 03/03/21          | 03/23/21     | 5016804826               | B          |
| 21-00117 41 BAKER1             | Baker & Taylor LLC             | Account # 303004               | 139.70           | R        | 03/03/21          | 03/23/21     | 5016804823               | B          |
| 21-00117 42 BAKER1             | Baker & Taylor LLC             | Account # 303004               | 143.38           | R        | 03/03/21          | 03/23/21     | 5016784652               | B          |
| 21-00135 3 JUNLIB              | Junior Library Guild           | Cust # J002524                 | 2,320.40         | R        | 01/19/21          | 03/24/21     | 554955                   | B          |
| 21-00137 6 CENGAG              | Cengage Learning Inc.          | Acct # 114602                  | 74.07            | R        | 01/19/21          | 03/18/21     | 73904115                 | B          |
| 21-00551 2 INGRAM              | INGRAM                         | Acct # 20D9971                 | 18.39            | R        | 03/15/21          | 03/18/21     | 51735292                 | B          |
| 21-00551 3 INGRAM              | INGRAM                         | Acct # 20D9971                 | 732.07           | R        | 03/15/21          | 03/18/21     | 51788352                 | B          |
| 21-00573 5 CRANPU              | CRANFORD PUBLIC LIBRARY        | Revolving Reimburse- Jan & Feb | <u>10,493.28</u> | R        | 03/15/21          | 03/18/21     |                          |            |
|                                |                                |                                | 18,846.99        |          |                   |              |                          |            |
| 1-01-31-430-100-280            | Utilities: Electricy           |                                |                  |          |                   |              |                          |            |
| 21-00309 14 PSEG               | PSE&G                          | Utility Bills                  | 10,560.19        | R        | 02/02/21          | 03/19/21     | 1301364304               | B          |
| 1-01-31-430-101-280            | Utility: Telephone             |                                |                  |          |                   |              |                          |            |
| 21-00017 4 ATT7                | AT & T Corp                    | Acct # 030 519 7037 001        | 292.13           | R        | 01/12/21          | 03/18/21     | 030 519 7037 00          | B          |
| 21-00018 4 PAETEC              | Windstream                     | 2021 Phone Service             | 1,349.79         | R        | 01/12/21          | 03/19/21     | 73561668                 | B          |
| 21-00020 4 BELAT2              | Verizon Wireless               | Account # 282560259-00001      | 617.34           | R        | 01/12/21          | 03/18/21     | 9874471820               | B          |
| 21-00021 11 VERIZON1           | Verizon                        | Account # 450-791-017-0001-25  | 153.28           | R        | 01/12/21          | 03/19/21     | 450-791-017-000          | B          |
| 21-00021 13 VERIZON1           | Verizon                        | Account # 353-212-087-0001-25  | 235.37           | R        | 01/12/21          | 03/19/21     | 353-212-087-000          | B          |
| 21-00021 14 VERIZON1           | Verizon                        | Account # 250-782-511-0001-92  | 42.17            | R        | 01/12/21          | 03/19/21     | 250-782-511-000          | B          |
| 21-00148 4 BELAT2              | Verizon Wireless               | Acct # 382162183-00001         | 706.31           | R        | 01/21/21          | 03/18/21     | 9875091552               | B          |
| 21-00242 4 COMC                | Comcast                        | Comcast bill March             | <u>436.60</u>    | R        | 01/26/21          | 03/24/21     | 0137937                  | B          |
|                                |                                |                                | 3,832.99         |          |                   |              |                          |            |
| 1-01-31-430-102-280            | Utility: Water                 |                                |                  |          |                   |              |                          |            |
| 21-00232 43 NJAW               | New Jersey American Water      | Account # 1018-210022366200    | 38.86            | R        | 01/21/21          | 03/19/21     | 210022366200             | B          |
| 21-00232 44 NJAW               | New Jersey American Water      | Account # 1018-210021644952    | 23.28            | R        | 01/21/21          | 03/19/21     | 210021644952             | B          |
| 21-00232 45 NJAW               | New Jersey American Water      | Account # 1018-210019600225    | 381.80           | R        | 01/21/21          | 03/19/21     | 210019600225             | B          |
| 21-00232 46 NJAW               | New Jersey American Water      | Account # 1018-210019739635    | 68.46            | R        | 01/21/21          | 03/19/21     | 210019739635             | B          |
| 21-00232 47 NJAW               | New Jersey American Water      | Account # 1018-210019600157    | 183.64           | R        | 01/21/21          | 03/19/21     | 210019600157             | B          |
| 21-00232 48 NJAW               | New Jersey American Water      | Account # 1018-210019739543    | 15.56            | R        | 01/21/21          | 03/19/21     | 210019739543             | B          |
| 21-00232 49 NJAW               | New Jersey American Water      | Account # 1018-210021745367    | 77.85            | R        | 01/21/21          | 03/19/21     | 210021745367             | B          |
| 21-00232 50 NJAW               | New Jersey American Water      | Account # 1018-210019728017    | 120.50           | R        | 01/21/21          | 03/19/21     | 210019728017             | B          |
| 21-00232 51 NJAW               | New Jersey American Water      | Account # 1018-210021741020    | 38.86            | R        | 01/21/21          | 03/19/21     | 210021741020             | B          |
| 21-00232 52 NJAW               | New Jersey American Water      | Account # 1018-210019728789    | 139.24           | R        | 01/21/21          | 03/19/21     | 210019728789             | B          |
| 21-00232 53 NJAW               | New Jersey American Water      | Account # 1018-210021620628    | 183.64           | R        | 01/21/21          | 03/19/21     | 210021620628             | B          |
| 21-00232 54 NJAW               | New Jersey American Water      | Account # 1018-210021620420    | 15.56            | R        | 01/21/21          | 03/19/21     | 210021620420             | B          |
| 21-00232 55 NJAW               | New Jersey American Water      | Account # 1018-210021617547    | 15.56            | R        | 01/21/21          | 03/19/21     | 210021617547             | B          |

| Account<br>P.O. Id Item Vendor | Description<br>Item Description                               | Amount           | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--------------------------------|---|------------------|----------|-------------------|--------------|--------------------------|------------|
| 1-01-31-430-102-280            | Utility: Water  |                  |          |                   |              |                          |            |
|                                | Continued   |                  |          |                   |              |                          |            |
| 21-00232 59 NJAW               | New Jersey American Water Account # 1018-210021620529         | 15.56            | R        | 01/21/21          | 03/23/21     | 210021620529             | B          |
| 21-00232 61 NJAW               | New Jersey American Water Account # 1018-220030969760         | 77.85            | R        | 01/21/21          | 03/24/21     | 220030969760             | B          |
| 21-00310 4 NJAWU               | New Jersey American Water Sewerage Usage                      | 432.41           | R        | 02/02/21          | 03/23/21     | 4000209576               | B          |
|                                |   | <u>1,828.63</u>  |          |                   |              |                          |            |
| 1-01-31-430-103-280            | Utility: Gas - Natural  |                  |          |                   |              |                          |            |
| 21-00136 4 ELIZTW              | Elizabethtown Gas Gas bill                                    | 1,706.11         | R        | 01/19/21          | 03/18/21     | 5313189940               | B          |
| 21-00231 27 ELIZTW             | Elizabethtown Gas Account # 1094419950                        | 317.13           | R        | 01/21/21          | 03/18/21     | 1094419950               | B          |
| 21-00231 28 ELIZTW             | Elizabethtown Gas Account # 7358749940                        | 1,981.42         | R        | 01/21/21          | 03/18/21     | 7358749940               | B          |
| 21-00231 29 ELIZTW             | Elizabethtown Gas Account # 8741412731                        | 508.76           | R        | 01/21/21          | 03/18/21     | 8741412731               | B          |
| 21-00231 33 ELIZTW             | Elizabethtown Gas Account # 6377060572                        | 315.03           | R        | 01/21/21          | 03/18/21     | 6377060572               | B          |
| 21-00231 34 ELIZTW             | Elizabethtown Gas Account # 8842666093                        | 677.92           | R        | 03/17/21          | 03/18/21     | 8842666093               | B          |
| 21-00231 35 ELIZTW             | Elizabethtown Gas Account # 1713071278                        | 27.01            | R        | 03/17/21          | 03/18/21     | 1713071278               | B          |
| 21-00316 20 UGI005             | UGI Energy Services LLC Gas Supply Charges                    | 4,042.10         | R        | 02/23/21          | 03/23/21     | G4905803                 | B          |
| 21-00316 21 UGI005             | UGI Energy Services LLC Gas Supply Charges                    | 268.95           | R        | 03/22/21          | 03/23/21     | G4904181                 | B          |
| 21-00316 22 UGI005             | UGI Energy Services LLC Gas Supply Charges                    | 802.68           | R        | 03/22/21          | 03/23/21     | G4905789                 | B          |
| 21-00316 23 UGI005             | UGI Energy Services LLC Gas Supply Charges                    | 697.33           | R        | 02/03/21          | 03/23/21     | G4907841                 | B          |
| 21-00316 24 UGI005             | UGI Energy Services LLC Gas Supply Charges                    | 287.90           | R        | 03/22/21          | 03/23/21     | G4905800                 | B          |
| 21-00316 26 UGI005             | UGI Energy Services LLC Gas Supply Charges                    | 0.00             | R        | 02/03/21          | 03/23/21     | G4905776                 | B          |
| 21-00316 28 UGI005             | UGI Energy Services LLC Gas Supply Charges                    | 0.00             | R        | 02/03/21          | 03/23/21     | G4904193                 | B          |
|                                |   | <u>11,632.34</u> |          |                   |              |                          |            |
| 1-01-31-435-000-237            | Street Lighting: Utilities                                    |                  |          |                   |              |                          |            |
| 21-00309 17 PSEG               | PSE&G Street & Traffic Lighting                               | 31,747.56        | R        | 02/02/21          | 03/19/21     | 1301364304               | B          |
| 1-01-43-490-000-213            | Court: Professional Development                               |                  |          |                   |              |                          |            |
| 21-00284 1 MCAAN1              | MCAA of New Jersey MCAA of NJ 2021 Membership                 | 50.00            | R        | 02/02/21          | 03/19/21     | LORRAINE POWELL          |            |
| 1-01-43-490-000-214            | Court: Outside Professional Expense                           |                  |          |                   |              |                          |            |
| 21-00078 1 LANGLINE            | Language Line Services, Inc. INTERPRET JANUARY 2021           | 28.90            | R        | 01/15/21          | 03/19/21     | 10168598                 |            |
| 21-00078 2 LANGLINE            | Language Line Services, Inc. HANDLING FEE                     | 1.83             | R        | 01/15/21          | 03/19/21     | 10168598                 |            |
|                                |   | <u>30.73</u>     |          |                   |              |                          |            |
| 1-01-43-490-000-280            | Court: Miscellaneous Other Expense                            |                  |          |                   |              |                          |            |
| 21-00301 1 ASC005              | American Security Cabinets LLC PAYMENT DROP BOX 400-OW        | 831.00           | R        | 02/02/21          | 03/18/21     | 41626                    |            |
| 21-00301 2 ASC005              | American Security Cabinets LLC CLOSED SLOT COVER              | 37.00            | R        | 02/02/21          | 03/18/21     | 41626                    |            |
| 21-00301 3 ASC005              | American Security Cabinets LLC DOUBLE LOCK DOOR PANEL         | 140.00           | R        | 02/02/21          | 03/18/21     | 41626                    |            |
| 21-00301 4 ASC005              | American Security Cabinets LLC (4) SS WEDGE ANCHORS 3/8" X 3" | 8.00             | R        | 02/02/21          | 03/18/21     | 41626                    |            |

| Account<br>P.O. Id Item Vendor | Description<br>Item Description                         | Amount            | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--------------------------------|---|-------------------|----------|-------------------|--------------|--------------------------|------------|
| 1-01-43-490-000-280            | Court: Miscellaneous Other Expense Continued            |                   |          |                   |              |                          |            |
| 21-00301 5 ASC005              | American Security Cabinets LLC CUSTOM VINYL MESSAGE     | 45.00             | R        | 02/02/21          | 03/18/21     | 41626                    |            |
| 21-00301 6 ASC005              | American Security Cabinets LLC EXTRA SET OF KEYS        | 26.00             | R        | 02/02/21          | 03/18/21     | 41626                    |            |
| 21-00301 7 ASC005              | American Security Cabinets LLC Freight                  | 39.00             | R        | 02/23/21          | 03/18/21     | 41626                    |            |
|                                |   | <u>1,126.00</u>   |          |                   |              |                          |            |
| 1-01-55-000-010-025            | Tax Overpayments  |                   |          |                   |              |                          |            |
| 21-00607 1 GIGONA              | Arlene Gigon TAX OVERPAYMENT REFUND                     | 324.17            | R        | 03/24/21          | 03/24/21     |                          |            |
| 1-01-55-000-010-028            | Reserve For Tax Appeals                                 |                   |          |                   |              |                          |            |
| 21-00580 1 DIANA010            | Diana Chaves & Joanne Muoio County Board Judgement 2020 | 610.26            | R        | 03/15/21          | 03/19/21     |                          |            |
| 21-00582 1 CURRY005            | Brian & Maria Curry County Board Judgement 2020         | 925.24            | R        | 03/15/21          | 03/19/21     |                          |            |
| 21-00582 2 CURRY005            | Brian & Maria Curry County Board Judgement 2019         | 619.40            | R        | 03/15/21          | 03/19/21     |                          |            |
|                                |   | <u>2,154.90</u>   |          |                   |              |                          |            |
| 1-01-55-000-010-029            | Return TTL Redemptions                                  |                   |          |                   |              |                          |            |
| 21-00610 1 RUBIN005            | Solomon Rubin, Esq. LIEN REDEMPTION REFUND              | 117,247.46        | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00611 1 USBAN356            | US Bank Cust ACTLIEN Holding REDEMPTION REFUND          | 252.49            | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00612 1 FIG015              | FIG CUST FIGNJ19LLC & SEC PTY REDEMPTION REFUND         | 280.54            | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00613 1 ATCFI005            | ATCF II NJ LLC, TAXSERV AS CUS REDEMPTION REFUND        | 25,396.08         | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00615 1 FIG025              | FIG CUST FIGNJ19LLC & SEC PTY REDEMPTION REFUND         | 559.08            | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00616 1 CHRIS140            | Christiana T C/F CE1/Firstrust REDEMPTION REFUND        | 16,135.00         | R        | 03/24/21          | 03/24/21     |                          |            |
|                                |   | <u>159,870.65</u> |          |                   |              |                          |            |
| 1-01-55-000-010-030            | Building - Refund Permits                               |                   |          |                   |              |                          |            |
| 21-00477 1 BOROGARW            | Borough of Garwood Building Permit Reimbursement        | 87,675.30         | R        | 02/23/21          | 03/18/21     |                          |            |
| 1-01-55-000-010-031            | Refund/ EMS   |                   |          |                   |              |                          |            |
| 21-00505 1 GREG010             | Gregory Civello Reimb. for EMS overpayment              | 550.00            | R        | 03/05/21          | 03/19/21     |                          |            |
|                                | Fund Total: CURRENT                                     | 546,079.87        |          |                   |              |                          |            |
| Fund:                          | SPECIAL IMPROVEMENT DISTRICT                            |                   |          |                   |              |                          |            |
| 1-21-00-200-100-205            | SID: Administrative Operations                          |                   |          |                   |              |                          |            |
| 21-00021 12 VERIZON1           | Verizon Account # 955-894-044-0001-08                   | 165.64            | R        | 01/12/21          | 03/23/21     | 955-894-044-000          | B          |
| 21-00025 38 GIORDANO           | Giordano Company Inc. 2021 Municipal Trah Pick Up       | 99.00             | R        | 03/17/21          | 03/23/21     | 82488                    | B          |
| 21-00096 4 CANON               | Canon Solutions America Inc. Copier maintenance - March | 88.16             | R        | 01/19/21          | 03/23/21     | 4035612162               | B          |
| 21-00431 1 TCGRAP              | T. C. Graphics Galentine's tickets                      | 145.00            | R        | 02/19/21          | 03/23/21     | 26530                    |            |

| Account<br>P.O. Id Item Vendor | Description<br>Item Description                           | Amount          | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--------------------------------|---|-----------------|----------|-------------------|--------------|--------------------------|------------|
| 1-21-00-200-100-205            | SID: Administrative Operations Continued                  |                 |          |                   |              |                          |            |
| 21-00431 2 TCGRAP              | T. C. Graphics Business cards                             | 35.00           | R        | 02/19/21          | 03/23/21     | 26532                    |            |
| 21-00432 1 DOWNT4              | Downtown Idea Exchange Annual renewal                     | 246.50          | R        | 02/19/21          | 03/23/21     | 1061608                  |            |
|                                |   | <u>779.30</u>   |          |                   |              |                          |            |
| 1-21-00-200-100-286            | SID: EVENTS   |                 |          |                   |              |                          |            |
| 21-00293 1 AMBEL005            | Ambeli Greek Taverna souffle cups                         | 284.75          | R        | 02/02/21          | 03/24/21     | 002                      |            |
| 21-00436 1 LEMON005            | Lemondrop Designs, LLC Fire & Ice trophy                  | 45.00           | R        | 02/19/21          | 03/23/21     | 0110                     |            |
| 21-00472 1 AMAZON              | Amazon Capital Services LLC Plastic eggs                  | 269.98          | R        | 02/23/21          | 03/23/21     | 14D1-L3GT-77PR           |            |
| 21-00563 1 CTM001              | CT Marketing Solutions LLC Step & Repeat                  | 265.00          | R        | 03/15/21          | 03/23/21     | BR24001912A              |            |
| 21-00564 1 FIREMEUP            | Fire Me Up! Studio LLC Painting of the piano              | 200.00          | R        | 03/15/21          | 03/23/21     | INV0001                  |            |
| 21-00565 1 LEMON005            | Lemondrop Designs, LLC Rainbow Gnome Tags                 | 120.00          | R        | 03/15/21          | 03/23/21     | 111                      |            |
| 21-00565 2 LEMON005            | Lemondrop Designs, LLC Leprechaun Sign                    | 20.00           | R        | 03/15/21          | 03/23/21     | 111                      |            |
| 21-00565 3 LEMON005            | Lemondrop Designs, LLC Shamrock Selfie                    | 5.00            | R        | 03/15/21          | 03/23/21     | 111                      |            |
|                                |   | <u>1,209.73</u> |          |                   |              |                          |            |
|                                | Fund Total: SPECIAL IMPROVEMENT DISTRICT                  | 1,989.03        |          |                   |              |                          |            |
| Fund:                          | SWIM POOL OPERATING                                       |                 |          |                   |              |                          |            |
| 1-26-00-200-105-213            | Pool: Professional Development                            |                 |          |                   |              |                          |            |
| 21-00522 1 POOL                | Pool Operation Management, Inc cpo training course Steve  | 345.00          | R        | 03/05/21          | 03/24/21     |                          |            |
| 21-00522 2 POOL                | Pool Operation Management, Inc cpo training course Jenna  | 345.00          | R        | 03/05/21          | 03/24/21     |                          |            |
|                                |   | <u>690.00</u>   |          |                   |              |                          |            |
| 1-26-00-200-105-221            | Pool: Maintenance and Repair                              |                 |          |                   |              |                          |            |
| 21-00188 4 CINTA005            | Cintas Corporation sanitization supplies                  | 442.82          | R        | 02/24/21          | 03/23/21     | 4078071554               | B          |
| 21-00419 1 CANON               | Canon Solutions America Inc. maintenance copier4034693975 | 95.20           | R        | 02/19/21          | 03/23/21     | 4034693975               |            |
| 21-00422 1 FARAON              | Faraone Brothers Electrical repairs                       | 935.00          | R        | 02/19/21          | 03/23/21     | 3880                     |            |
| 21-00596 5 AAA005              | AAA Facility Solutions LLC Pool Cleaning - April          | 669.00          | R        | 03/23/21          | 03/24/21     | 1931                     | B          |
|                                |   | <u>2,142.02</u> |          |                   |              |                          |            |
| 1-26-00-200-105-237            | Pool: Utilities   |                 |          |                   |              |                          |            |
| 21-00022 33 COMC               | Comcast Acct # 8499-05-342-0132656                        | 242.29          | R        | 01/12/21          | 03/23/21     | 0132656                  | B          |
| 21-00022 35 COMC               | Comcast Account # 8499-05-342-0132359                     | 492.48          | R        | 01/12/21          | 03/23/21     | 0132359                  | B          |
| 21-00025 31 GIORDANO           | Giordano Company Inc. 2021 Municipal Trash Pick Up        | 259.29          | R        | 01/12/21          | 03/23/21     | 82488                    | B          |
| 21-00231 26 ELIZTW             | Elizabethtown Gas Account # 6035719910                    | 27.01           | R        | 01/21/21          | 03/23/21     | 6035719910               | B          |
| 21-00231 30 ELIZTW             | Elizabethtown Gas Account # 1384841651                    | 3,513.56        | R        | 01/21/21          | 03/23/21     | 1384841651               | B          |
| 21-00231 31 ELIZTW             | Elizabethtown Gas Account # 4538129701                    | 27.01           | R        | 03/17/21          | 03/23/21     | 4538129701               | B          |

| Account<br>P.O. Id Item Vendor | Description<br>Item Description                              | Amount          | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--------------------------------|--|-----------------|----------|-------------------|--------------|--------------------------|------------|
| 1-26-00-200-105-237            | Pool: Utilities  |                 |          |                   |              |                          |            |
|                                | Continued  |                 |          |                   |              |                          |            |
| 21-00232 56 NJAW               | New Jersey American Water Account # 1018-210021297073        | 124.44          | R        | 01/21/21          | 03/23/21     | 210021297073             | B          |
| 21-00232 57 NJAW               | New Jersey American Water Account # 1018-210021998741        | 376.03          | R        | 01/21/21          | 03/23/21     | 210021998741             | B          |
| 21-00232 58 NJAW               | New Jersey American Water Account # 1018-210021677921        | 124.44          | R        | 01/21/21          | 03/23/21     | 210021677921             | B          |
| 21-00309 15 PSEG               | PSE&G Electricity - Pools                                    | <u>5,238.81</u> | R        | 02/02/21          | 03/23/21     | 1301364304               | B          |
|                                |  | 10,425.36       |          |                   |              |                          |            |
| 1-26-00-200-105-280            | Pool: Miscellaneous  |                 |          |                   |              |                          |            |
| 21-00187 4 CANON               | Canon Solutions America Inc. copier maintenance              | 55.38           | R        | 01/21/21          | 03/23/21     | 4035605918               | B          |
|                                | Fund Total: SWIM POOL OPERATING                              | 13,312.76       |          |                   |              |                          |            |
|                                | Year Total:  | 561,381.66      |          |                   |              |                          |            |
| Fund:                          | GENERAL CAPITAL  |                 |          |                   |              |                          |            |
| C-04-14-014-000-281            | ORD#14-14 RESURF/RECONSTRUCT VARIOUS RDS                     |                 |          |                   |              |                          |            |
| 20-01822 8 MASER               | Colliers Engineering & Design James Avenue Drainage          | 1,037.50        | R        | 08/25/20          | 03/25/21     | 0000641467               | B          |
| C-04-15-024-000-204            | ORD15-24ENG DESIGN ORCHARD BRK BANK STAB                     |                 |          |                   |              |                          |            |
| 20-00725 4 MASER               | Colliers Engineering & Design Cert. of Funds - Orchard Brook | 135.00          | R        | 03/13/20          | 03/25/21     | 0000641523               | B          |
| C-04-18-191-000-200            | Ord#18-191 Resurf Var Rd inclu Bike Path                     |                 |          |                   |              |                          |            |
| 20-01050 8 AAM005              | American Asphalt & Milling 2019 Municipal Paving Program     | 21,959.08       | R        | 07/21/20          | 03/25/21     | PAYMENT NO. 4            | B          |
| C-04-19-005-000-202            | Ord 19-05 Brookside Pl Drain Improvement                     |                 |          |                   |              |                          |            |
| 20-01633 9 MASER               | Colliers Engineering & Design Brookside Place Engineering    | 5,652.50        | R        | 07/21/20          | 03/25/21     | 0000641530               | B          |
| C-04-20-006-000-212            | Ord 20-06 Community Center Gym Floor                         |                 |          |                   |              |                          |            |
| 21-00044 1 ABS005              | ABS Environmental Services LLC indoor air quality test       | 1,550.00        | R        | 01/15/21          | 03/24/21     | 6604                     |            |
| C-04-20-006-000-218            | Ord 20-06 TV 35 Technology Equipment                         |                 |          |                   |              |                          |            |
| 20-02162 5 SHIIN005            | SHI International Corp. 19082150                             | 421.66          | R        | 10/06/20          | 03/23/21     | B13084229                |            |
| C-04-20-006-000-S21            | Ord 20-06 Softcosts - 375 Centennial Ave                     |                 |          |                   |              |                          |            |
| 20-02563 7 DMR005              | DMR Architects P.C. Architectural Services                   | 32,375.00       | R        | 02/10/21          | 03/25/21     | 20210186                 | B          |
| 20-02563 8 DMR005              | DMR Architects P.C. Architectural Services                   | 172.83          | R        | 02/10/21          | 03/25/21     | 20210187                 | B          |
| 20-02563 9 DMR005              | DMR Architects P.C. Architectural Services                   | 6,475.00        | R        | 02/10/21          | 03/25/21     | 20210212                 | B          |

| Account<br>P.O. Id Item Vendor              | Description<br>Item Description  | Amount                      | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|---|--|-----------------------------|----------|-------------------|--------------|--------------------------|------------|
| C-04-20-006-000-S21<br>20-02563 10 DMR005   | Ord 20-06 Softcosts - 375 Centennial Ave Continued<br>DMR Architects P.C. Architectural Services | 64.66<br><u>39,087.49</u>   | R        | 02/10/21          | 03/25/21     | 20210213                 | B          |
| C-04-20-006-000-S22<br>20-01367 11 MASER    | Ord 20-06 Softcosts - Engineering<br>Colliers Engineering & Design 2020 Various Roadway          | 17,000.00                   | R        | 06/11/20          | 03/25/21     | 0000641486               | B          |
| 20-01369 10 MASER                           | Colliers Engineering & Design Elm Street Area Drainage   | 33,165.00                   | R        | 06/11/20          | 03/25/21     | 0000641538               | B          |
| 20-02403 6 MASER                            | Colliers Engineering & Design NJDOT FY2020 Various Roads   | 530.00<br><u>50,695.00</u>  | R        | 10/29/20          | 03/25/21     | 0000641490               | B          |
|   | Fund Total: GENERAL CAPITAL  | 120,538.23                  |          |                   |              |                          |            |
|   | Year Total:  | 120,538.23                  |          |                   |              |                          |            |
| Fund: CURRENT                               |  |                             |          |                   |              |                          |            |
| G-01-41-700-103-280<br>21-00025 34 GIORDANO | Clean Community Grant 2016 -2020<br>Giordano Company Inc. 2021 Municipal Trash Pick Up           | 0.00                        | R        | 01/12/21          | 03/24/21     | 82488                    | B          |
|   | Fund Total: CURRENT  | 0.00                        |          |                   |              |                          |            |
|   | Year Total:  | 0.00                        |          |                   |              |                          |            |
| Fund: GENERAL TRUST                         |  |                             |          |                   |              |                          |            |
| T-15-00-000-101-000                         | Escrow   |                             |          |                   |              |                          |            |
| 21-00533 1 LARACY05                         | Matthew Laracy ESCROW RETURN / 50 MORSE ST   | 500.00                      | R        | 03/15/21          | 03/23/21     |                          |            |
| 21-00534 1 CMG005                           | Christopher Michael Granger ESCROW RETURN/ 13 LA SALLE AVE                                       | 500.00                      | R        | 03/15/21          | 03/23/21     |                          |            |
| 21-00535 1 MAR005                           | Logan Marhefka ESCROW RETURN/ 322 RETFORD AVE  | 350.00                      | R        | 03/15/21          | 03/23/21     | 323 RETFORD AVE          |            |
| 21-00536 1 BREFF005                         | Breffny Ann O'Rourke ESCROW RETURN / 27 BEECH ST   | 387.50                      | R        | 03/15/21          | 03/23/21     | 27 BEECH ST              |            |
| 21-00538 1 JAM005                           | John Anthony McNelis ESCROW RETURN / 204 HIGH ST   | 350.00                      | R        | 03/15/21          | 03/23/21     |                          |            |
| 21-00548 1 MASER                            | Colliers Engineering & Design 8 BALMIERE PKWY / RO-20-00180                                      | 140.00                      | R        | 03/15/21          | 03/23/21     | 0000628149               |            |
| 21-00549 1 MASER                            | Colliers Engineering & Design 110 GARDEN ST / RO-19-00064  | 130.00                      | R        | 03/15/21          | 03/23/21     | 0000633603               |            |
| 21-00550 1 MASER                            | Colliers Engineering & Design 75 BURNSIDE AVE / RO-20-00148                                      | 1,170.00<br><u>3,527.50</u> | R        | 03/15/21          | 03/23/21     | 0000609759               |            |
| T-15-00-000-101-200                         | PERFORMANCE BONDS/MAINTENANCE BONDS  |                             |          |                   |              |                          |            |
| 21-00537 1 LARACY05                         | Matthew Laracy BOND RELEASE / 50 MORSE ST  | 600.00                      | R        | 03/15/21          | 03/23/21     |                          |            |
| 21-00540 1 JAM005                           | John Anthony McNelis BOND RELEASE / 204 HIGH ST  | 566.67<br><u>1,166.67</u>   | R        | 03/15/21          | 03/23/21     |                          |            |

| Account<br>P.O. Id Item Vendor                          | Description<br>Item Description | Amount            | Stat/Chk | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|---|---------------------------------|-------------------|----------|-------------------|--------------|--------------------------|------------|
| T-15-00-000-103-000 Public Defender                     |                                 |                   |          |                   |              |                          |            |
| 21-00039 3 FRUHAR                                       | Fruchter, Weiss & Associates    | 750.00            | R        | 01/12/21          | 03/25/21     | 71699                    | B          |
| 21-00579 1 HAN005                                       | Gavin I. Handwerker             | 200.00            | R        | 03/15/21          | 03/24/21     |                          |            |
|   |                                 | <u>950.00</u>     |          |                   |              |                          |            |
| T-15-00-000-106-000 Tax Sale Premiums                   |                                 |                   |          |                   |              |                          |            |
| 21-00610 2 RUBIN005                                     | Solomon Rubin, Esq.             | 71,100.00         | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00611 2 USBAN356                                     | US Bank Cust ACTLIEN Holding    | 1,500.00          | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00612 2 FIG015                                       | FIG CUST FIGNJ19LLC & SEC PTY   | 1,200.00          | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00613 2 ATCFI005                                     | ATCF II NJ LLC, TAXSERV AS CUS  | 58,800.00         | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00615 2 FIG025                                       | FIG CUST FIGNJ19LLC & SEC PTY   | 1,200.00          | R        | 03/24/21          | 03/24/21     |                          |            |
| 21-00616 2 CHRIS140                                     | Christiana T C/F CE1/Firstrust  | 45,100.00         | R        | 03/24/21          | 03/24/21     |                          |            |
|   |                                 | <u>178,900.00</u> |          |                   |              |                          |            |
| T-15-00-000-110-000 Enrichment Other Expenses           |                                 |                   |          |                   |              |                          |            |
| 20-00113 12 WEAVER                                      | WEAVER ASSOCIATES               | 171.60            | R        | 01/16/20          | 03/23/21     | 20-106042                | B          |
| 20-00113 13 WEAVER                                      | WEAVER ASSOCIATES               | 195.95            | R        | 01/16/20          | 03/23/21     | 20-106014                | B          |
| 20-00113 14 WEAVER                                      | WEAVER ASSOCIATES               | 262.80            | R        | 01/16/20          | 03/23/21     | 20-106016                | B          |
| 21-00223 2 VILLA010                                     | VILLAGE SUPER MARKET, INC       | 21.48             | R        | 01/21/21          | 03/24/21     | 01620187978              | B          |
| 21-00428 1 THIRSTYR                                     | THIRSTY RADISH LLC              | 400.00            | R        | 02/19/21          | 03/23/21     |                          |            |
| 21-00507 1 FASHI005                                     | Fashion First workshops LLC     | 252.00            | R        | 03/05/21          | 03/23/21     | 194                      |            |
| 21-00507 2 FASHI005                                     | Fashion First workshops LLC     | 630.00            | R        | 03/05/21          | 03/23/21     | 194                      |            |
|   |                                 | <u>1,933.83</u>   |          |                   |              |                          |            |
| T-15-00-000-112-000 District Management Donations (SID) |                                 |                   |          |                   |              |                          |            |
| 21-00373 1 ARTIST                                       | The Artist Frammer, LLC         | 107.96            | R        | 02/11/21          | 03/24/21     | 32999                    |            |
| 21-00373 2 ARTIST                                       | The Artist Frammer, LLC         | 48.00             | R        | 02/11/21          | 03/24/21     | 32999                    |            |
| 21-00427 1 PREMRL                                       | Premier Quality Electrical      | 2,753.00          | R        | 02/19/21          | 03/23/21     |                          |            |
| 21-00427 2 PREMRL                                       | Premier Quality Electrical      | 79.00             | R        | 02/19/21          | 03/23/21     |                          |            |
| 21-00566 1 BBLANDS                                      | Baker Bros. Landscaping         | 275.00            | R        | 03/15/21          | 03/23/21     | 10574                    |            |
|   |                                 | <u>3,262.96</u>   |          |                   |              |                          |            |
| T-15-00-000-127-000 STORM RECOVERY                      |                                 |                   |          |                   |              |                          |            |
| 21-00347 4 MORTO005                                     | Morton Salt, Inc.               | 6,487.07          | R        | 02/23/21          | 03/23/21     | 5402287951               | B          |
| 21-00347 5 MORTO005                                     | Morton Salt, Inc.               | 2,800.42          | R        | 03/16/21          | 03/23/21     | 5402289752               | B          |
| 21-00347 6 MORTO005                                     | Morton Salt, Inc.               | 5,219.86          | R        | 03/16/21          | 03/23/21     | 5402291758               | B          |
| 21-00491 1 JEMIN005                                     | JEM Industrial Services Inc.    | 2,562.08          | R        | 02/23/21          | 03/23/21     | 15-3073                  |            |



| Account<br>P.O. Id Item Vendor                 | Description<br>Item Description  | Amount             | Stat/Chk           | First<br>Enc Date | Rcvd<br>Date | Chk/Void<br>Date Invoice | PO<br>Type |
|--|--|--------------------|--------------------|-------------------|--------------|--------------------------|------------|
| T-15-00-000-127-000<br>21-00491 2 JEMIN005 JEM | STORM RECOVERY<br>Industrial Services Inc. CALCIUM CHLORIDE                                | 70.00<br>17,139.43 | R                  | 02/23/21          | 03/23/21     | 15-3073                  |            |
| Fund Total: GENERAL TRUST                      |  | 206,880.39         |                    |                   |              |                          |            |
| Fund:  | ANIMAL TRUST   |                    |                    |                   |              |                          |            |
| T-22-00-000-101-000<br>21-00024 7 ANIMALCO     | Animal Control<br>Animal Control Solutions, LLC Kenneling & Emerg Care                     | 50.00              | R                  | 03/08/21          | 03/23/21     | 3040                     | B          |
| T-22-00-000-102-000<br>21-00375 3 NJSDOH       | Animal Control Due to State License Fees<br>N J ST DEPT OF HEALTH Feb State Dog Reports    | 276.60             | R                  | 02/11/21          | 03/23/21     | FEBRUARY 2021            | B          |
| Fund Total: ANIMAL TRUST                       |  | 326.60             |                    |                   |              |                          |            |
| T-35-00-000-101-025<br>21-00552 1 NEGIL005     | ESCROW: 500 North Ave E - WAWA INC<br>Neglia Engineering Associates 500 NORTH AVE E / WAWA | 7,114.84           | R                  | 03/15/21          | 03/23/21     | 2004359                  |            |
| T-35-00-000-101-028<br>21-00547 1 TCB001       | ESCROW: 370 North Ave E/ Tesla Inc<br>TC Blueprints, LLC 370 NORTH AVE E / TESLA, INC.     | 649.10             | R                  | 03/15/21          | 03/23/21     | 1754                     |            |
| Fund Total:                                    |  | 7,763.94           |                    |                   |              |                          |            |
| Year Total:                                    |  | 214,970.93         |                    |                   |              |                          |            |
| Total Charged Lines:                           | 422 Total List Amount:   | 944,652.16         | Total Void Amount: | 0.00              |              |                          |            |

| Totals by Year-Fund          |             |             |             |              |               |           |            |
|------------------------------|-------------|-------------|-------------|--------------|---------------|-----------|------------|
| Fund Description             | Fund        | Budget Rcvd | Budget Held | Budget Total | Revenue Total | G/L Total | Total      |
| CURRENT                      | 0-01        | 47,670.01   | 0.00        | 47,670.01    | 0.00          | 0.00      | 47,670.01  |
| SWIM POOL OPERATING          | 0-26        | 91.33       | 0.00        | 91.33        | 0.00          | 0.00      | 91.33      |
|                              | Year Total: | 47,761.34   | 0.00        | 47,761.34    | 0.00          | 0.00      | 47,761.34  |
| CURRENT                      | 1-01        | 546,079.87  | 0.00        | 546,079.87   | 0.00          | 0.00      | 546,079.87 |
| SPECIAL IMPROVEMENT DISTRICT | 1-21        | 1,989.03    | 0.00        | 1,989.03     | 0.00          | 0.00      | 1,989.03   |
| SWIM POOL OPERATING          | 1-26        | 13,312.76   | 0.00        | 13,312.76    | 0.00          | 0.00      | 13,312.76  |
|                              | Year Total: | 561,381.66  | 0.00        | 561,381.66   | 0.00          | 0.00      | 561,381.66 |
| GENERAL CAPITAL              | C-04        | 120,538.23  | 0.00        | 120,538.23   | 0.00          | 0.00      | 120,538.23 |
| CURRENT                      | G-01        | 0.00        | 0.00        | 0.00         | 0.00          | 0.00      | 0.00       |
| GENERAL TRUST                | T-15        | 206,880.39  | 0.00        | 206,880.39   | 0.00          | 0.00      | 206,880.39 |
| ANIMAL TRUST                 | T-22        | 326.60      | 0.00        | 326.60       | 0.00          | 0.00      | 326.60     |
|                              | T-35        | 7,763.94    | 0.00        | 7,763.94     | 0.00          | 0.00      | 7,763.94   |
|                              | Year Total: | 214,970.93  | 0.00        | 214,970.93   | 0.00          | 0.00      | 214,970.93 |
| Total of All Funds:          |             | 944,652.16  | 0.00        | 944,652.16   | 0.00          | 0.00      | 944,652.16 |