

**TOWNSHIP OF VERONA**  
**COUNTY OF ESSEX, NEW JERSEY**



**TOWNSHIP COUNCIL AGENDA**

REGULAR MEETING

7:00 P.M.

November 12, 2024

**MUNICIPAL BUILDING, 600 BLOOMFIELD AVENUE**

Via the internet, please click the link below to join the meeting:

<https://zoom.us/j/95262662770>

Via telephone, please dial 1(312)626-6799 or 1(646)558-8656

Use Zoom Meeting ID: 952-6266-2770, when prompted for a Participant ID, press #

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**A. CALL TO ORDER**

*The notice requirements of the Open Public Meetings Act have been satisfied with respect to this meeting of the Township Council. The meeting time and date were included in the public meeting notice along with the public internet link and telephone call-in information. Said notice and the meeting agenda was posted in the Municipal Building, and sent the official newspapers of the Township, the Verona-Cedar Grove Times and the Star Ledger at least 48 hours preceding the start time of this meeting. The agenda and public handouts for this meeting can be viewed online at [www.veronanj.org/councilmeetings](http://www.veronanj.org/councilmeetings). A public comment period will be held in the order it is listed on the meeting agenda and instructions on how to comment will be provided at the appropriate time.*

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. REPORT OF THE MAYOR**

1. J. Coltre, Essex County Liaison

**E. REPORT OF THE TOWNSHIP MANAGER**

1. Deputy Township Manager's Update

**F. COUNCILMEMBERS' REPORTS**

**G. HEARING & ADOPTION OF ORDINANCES**

1. Ordinance No. 2024-35 Amending Chapter 150 - Zoning, Article XXV, Stormwater Management Controls and Requirements
2. Ordinance No. 2024-36 Amending Chapter A565-1 "Schedule of Fees" Specifically Ch 150 - Zoning, Stormwater Management Permit Sections

**H. ORDINANCES FOR INTRODUCTION**

1. Ordinance No. 2024-\_\_\_ Bond - Supplemental Appropriation for Improvement of Pickle Ball and Tennis Courts at the Community Pool (\$195,000)
2. Ordinance No. 2024-\_\_\_ Bond - Supplemental Appropriation for Improvement of Community Pool (\$225,000)
3. Ordinance No. 2024-\_\_\_ Bond - Reappointing of Town Hall (\$340,000)

**TOWNSHIP COUNCIL AGENDA**

**November 12, 2024**

**I. PUBLIC COMMENT ON CONSENT AGENDA ITEMS**

**### CONSENT AGENDA**

**### J. MINUTES**

1. October 21, 2024

**### K. PROPOSED RESOLUTIONS**

1. Resolution No. 2024-\_\_\_ Budget Transfers \*\*\*
2. Resolution No. 2024-\_\_\_ Close Out Contract 2024-02 Reconstruction of Douglas Place
3. Resolution No. 2024-\_\_\_ Change Order #2 and Contract Close Out Contract 2023-03 Reconstruction of Balston, Whitney and Windemere
4. Resolution No. 2024-\_\_\_ Request Dedicated Trust by Rider for Bequests of Medical Transport Bus Trust Fund
5. Resolution No. 2024-\_\_\_ Authorize and Increase the Agreement with Jacobs Engineering for Professional Services
6. Resolution No. 2024-\_\_\_ Authorizing a Contract with E & M O'Hara Electric
7. Resolution No. 2024-\_\_\_ Authorize Contract with Ford Credit Union
8. Resolution No. 2024-\_\_\_ Authorizing a Contract with Starfire Corporation
9. Resolution No. 2024-\_\_\_ Authorizing a Contract with United Technology Partners
10. Resolution No. 2024-\_\_\_ Authorizing an Application for Participation in the 2024 Sustainable Jersey PSE&G Energy Efficient Partnership Program for Commercial Properties (Track 2)
11. Resolution No. 2024-\_\_\_ Authorizing an Application for Participation in the 2024 Sustainable Jersey PSE&G Energy Efficient Partnership Program for Commercial Properties (Track 3)
12. Resolution No. 2024-\_\_\_ Obsolete Equipment
13. Resolution No. 2024-\_\_\_ Executive Session

**### L. LICENSES AND PERMITS**

**M. ADDENDUM**

**N. NEW/UNFINISHED BUSINESS**

1. Discussion - Ordinance - "Establishing a New Chapter 173 in the Township Code Entitled "Business License and Insurance Required"
2. Discussion - Ordinance - "Amend Chapter A565 - Fees" to Include Business Insurance License Fees

**O. PUBLIC COMMENT**

**P. EXECUTIVE SESSION**

**Q. ADJOURNMENT**

***DUE TO THE ENACTMENT OF DANIEL'S LAW, PLEASE PROVIDE ONLY YOUR NAME & TOWNSHIP DURING PUBLIC COMMENT & PUBLIC HEARINGS. The public may speak on any matter during Public Comment, listed on the agenda as items "I" and "O" on the agenda. At that time, anyone from the public wishing to speak will be recognized. Your comments shall be limited to four (4) minutes.***

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2024-35

AMENDING CHAPTER 150 – ZONING, ARTICLE XXV  
STORMWATER MANAGEMENT CONTROLS AND REQUIREMENTS  
OF THE TOWNSHIP CODE

SECTION 1:

**§ 150-25.1 Scope and purpose.**

- A. Policy statement. As municipalities throughout New Jersey are developed, impervious surfaces create increased amounts and rates of stormwater runoff during precipitation events. This runoff picks up large amounts of pollutants that collect on parking lots, roadways, rooftops, and other paved or hardened surfaces, and then flows through stormwater conveyances to our streams, rivers, and beaches. The increased runoff rate and volume also lead to erosion and flooding in and downstream of developed areas.

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), nonstructural stormwater management strategies, and preservation of existing mature trees as per Chapter 493 of the Township Code. GI BMPs and low impact development (LID) practices should be used 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 practices should be implemented 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.

GI BMPs and LID practices not only address stormwater runoff but may also result in multiple benefits, including providing open space and beautifying neighborhoods, cooling and cleansing the air, reducing asthma and heat-related illnesses, and saving on heating and cooling energy costs.

- B. Purpose. The purpose of this article is to establish stormwater management requirements and controls for “major development,” and “minor developments,” as defined below in **§ 150-25.2**.
- C. Applicability. This Article shall be applicable to all zones throughout the Township of Verona.
- (1) This article shall be applicable to the following major developments:
    - (a) Nonresidential major developments; and
    - (b) All residential major developments
    - (c) All redevelopment as defined in **§ 150-25.2**.
  - (2) This article shall be applicable to minor developments as defined in **§ 150-25.2**.
  - (3) This article shall also be applicable to all major and minor developments undertaken by the State of New Jersey or any political subdivision of the state unless specifically exempt by statute, regulations, rule, or ordinance.
  - (4) An application required by ordinance pursuant to C(1) above that has been submitted prior to {adoption date of this ordinance}, shall be subject to the stormwater management requirements in effect on {1 day prior to the adoption date of this ordinance}.
  - (5) An application required by ordinance for approval pursuant to C(1) above that has

been submitted on or after March 2, 2021, but prior to {adoption date of this ordinance}, shall be subject to the stormwater management requirements in effect on {1 day prior to the adoption date of this ordinance}.

- (6) Notwithstanding any rule to the contrary, a major development for any public roadway or railroad project conducted by a public transportation entity that has determined a preferred alternative or reached an equivalent milestone before July 17, 2023, shall be subject to the stormwater management requirements in effect prior to July 17, 2023.

D. Compatibility with other permit and ordinance requirements. Development approvals issued pursuant to this article 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 article shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. This article 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 article 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.

### § 150-25.2 Definitions.

For the purpose of this article, 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 New Jersey Stormwater Management Rules at N.J.A.C. 7:8-1.2.

#### CAFRA CENTERS, CORES or NODES

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

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).

#### CATEGORY ONE WATERS (C1)

Waters of the state designated in N.J.A.C. 7:9B-1.15(c) through (h) for purposes of implementing the anti-degradation policies set forth at N.J.A.C. 7:9B-1.5(d) for protection from measurable changes in water quality characteristics because of their clarity, color, scenic setting, other characteristics of aesthetic value, exceptional ecological significance, exceptional recreational significance, exceptional water supply significance, or exceptional fisheries resources(s).

#### COMMUNITY BASIN

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

Increase in soil bulk density that reduces the soil's infiltration rate.

#### CONTRIBUTORY DRAINAGE AREA

The area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.



**CORE**

A pedestrian-oriented area of commercial and civic uses serving the surrounding Township, generally including housing and access to public transportation.

**CORE FOREST**

Any forest as defined below, that has some portion at least 330 feet from all edges of the total forest area.

**COUNTY REVIEW AGENCY**

An agency designated by the County Board of County Commissioners to review municipal stormwater management plans and implement 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**

The State of New Jersey Department of Environmental Protection.

**DESIGNATED CENTER**

A State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

**DESIGN ENGINEER**

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**

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. 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. For purposes of this ordinance, "development" shall include any redevelopment of a parcel.

**DISTURBANCE**

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**

A geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving water body or to a particular point along a receiving water body.

**EMPOWERMENT NEIGHBORHOODS**

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

**ENVIRONMENTALLY CONSTRAINED AREA**

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**

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.

**EROSION**

The detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

**FOREST**

A wooded area having an ecosystem typically consisting of a thick growth of trees and plants that has occurred through natural succession or reforestation, that exhibits or normally exhibits a contiguous tree canopy of greater than either 200 feet in width in any direction or one acre in area. The term "forest" shall include, but not be limited to, "core forest" as defined above.

**GREEN INFRASTRUCTURE**

- A. Those methods and techniques that use vegetation, soils and other elements and practices to restore the natural processes of the land to manage and retain Stormwater. Stormwater management measures that manage 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.
  
- B. Examples of Green Infrastructure include but are not limited to rain gardens, green roofs, permeable pavement; bio-infiltration, cisterns, or vegetated swales

**GROUNDWATER**

A body of water below the surface of the land in a zone of saturation where the spaces between the soil or geological materials are fully saturated with water.

**HABITATS OF ENDANGERED OR THREATENED SPECIES**

Those habitats identified by the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

**HUC 14 or HYDROLOGIC UNIT CODE 14**

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.

**IMPAIRED WATER**

A surface water listed in the New Jersey Department of Environmental Protection Integrated Water Quality Assessment Report as failing to meet one or more designated uses or not meeting the standards set out in the Surface Water Quality Standards at N.J.A.C. 7:9B et seq.

**IMPERVIOUS SURFACE**

A surface that has been covered with a layer of material so that it is highly resistant to infiltration by water. Impervious surfaces include and are not limited to roofs and asphalt, concrete, and stone roads, parking lots, drives, sidewalks, porous asphalt or concrete systems, synthetic turf fields, pools, and patios.

**INFILTRATION**

The process by which water seeps into the soil from precipitation.

**LEAD PLANNING AGENCY**

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.

## LOW IMPACT DEVELOPMENT TECHNIQUES

Using strategies and measures that manage stormwater runoff quantity and quality in the absence of structural stormwater measures, such as minimizing site disturbance, preserving natural vegetation and other important site features such as forests and especially core forests, reducing and disconnecting impervious cover, minimizing proposed ground slopes, using native vegetation, minimizing turf grass lawns, revegetating areas, increasing time of concentration, and maintaining and enhancing natural drainage features and characteristics.

## MAINTENANCE PLAN

A document required for the maintenance of stormwater management measures at all major and minor development projects. A Maintenance Plan shall contain a specific preventive 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 preventive and corrective maintenance including replacement.

## MAJOR DEVELOPMENT

- A. An individual "development," including redevelopment as well as multiple developments that individually or collectively result in:
- (1) The disturbance of 0.5 acre or more of land since February 2, 2004;
  - (2) The creation of 5,000 square feet or more of "regulated impervious surface" since February 2, 2004
  - (3) The creation of 5,000 square feet or more of "regulated motor vehicle surface" since March 2, 2021; or
  - (4) A combination of two and three above that totals an area of 5,000 square feet or more. The same surface shall not be counted twice when determining if the combination area equals 5,000 square feet or more.
- B. 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 subsection A(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.

## MINOR DEVELOPMENT

Any development that results in

- (1) 400 or more square feet of new impervious surface; or
- (2) 2500 Square feet or more of disturbance.

## MITIGATION

See N.J.A.C 7:8-4.6

## MOTOR VEHICLE

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

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

## NEW JERSEY STORMWATER BEST MANAGEMENT PRACTICES (BMP) MANUAL or BMP MANUAL

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 used, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with § 150-25.4F. of this article 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

An area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

#### NUTRIENT

A chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms. While necessary for the development of organisms in the appropriate amounts, excess nutrients can be harmful to organisms and contribute to eutrophication of lakes and ponds.

#### NUTRIENT LOAD

The total amount of a nutrient entering a surface or groundwater resource during a given time period. Nutrients may enter the water resource from runoff, recharge, point source discharges, or the atmosphere in the form of wet and/or dry deposition.

#### PERSON

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

#### PERVIOUS SURFACE

A surface that is capable of transmitting or infiltrating a significant amount of precipitation into underlying material.

#### POLLUTANT

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.

#### PREVIOUSLY DEVELOPED

Those portions of a site covered by pavement, gravel or dirt driveways, streets, roads and parking areas, gravel, pavement, buildings, impervious surfaces, lawns, or structures. Areas that simply have been (or have once been) cleared of vegetation are not considered previously developed if woody vegetation has been reestablished. Only those portions of a site that have been previously developed are exempt from the groundwater recharge requirements.

#### PUBLIC ROADWAY OR RAILROAD

A pathway for use by motor vehicles or trains that is intended for public use and is constructed by, or on behalf of, a public transportation entity. A public roadway or railroad does not include a roadway or railroad constructed as part of a private development, regardless of whether the roadway or railroad is ultimately to be dedicated to and/or maintained by a governmental entity.

#### PUBLIC TRANSPORTATION ENTITY

A Federal, State, county, or municipal government, an independent State authority, or a statutorily authorized public-private partnership program pursuant to P.L. 2018, c. 90 (N.J.S.A. 40A:11-52 *et seq.*), that performs a public roadway or railroad project that includes new construction, expansion, reconstruction, or improvement of a public roadway or railroad.

#### RECHARGE

The amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

**REDEVELOPMENT**

An activity that results in the creation, addition, or replacement of impervious surface area on an already developed site. Redevelopment includes but is not limited to the expansion of a building footprint; addition or replacement of a structure or a portion of a structure regardless of footprint; and replacement of impervious surface area that is not part of a routine maintenance activity. If a project is considered to be a redevelopment project, all new impervious cover, whether created by adding to or replacing impervious cover that was in existence before the redevelopment occurs, shall be considered in calculating the requirements for stormwater management. However, any such new impervious cover that will drain into an existing stormwater best management practice that is to remain after the redevelopment and that meets current stormwater management requirements shall be deducted from the total amount of impervious surface that must be treated by new stormwater best management practices. In the case of a redevelopment project, the pre-developed land cover shall be considered to be wooded.

Note: Routine Maintenance includes but is not limited to parking lot or driveway sealing or milling, roof repairs, replacement of a small number of boards on a deck. Routine Maintenance does not include complete replacement of deck boards or patio material.

**REGULATED IMPERVIOUS SURFACE**

Any of the following, alone or in combination:

- A. A net increase of impervious surface;
- B. 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);
- C. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
- D. 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**

Any of the following, alone or in combination:

- A. The total area of motor vehicle surface that is currently receiving water;
- B. 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.

**RETENTION STANDARD/RETENTION STORM**

Retaining onsite through green infrastructure or reuse, one-half of the existing 2-year rainfall for Essex County, multiplied by the projected 2-year storm change factor, as defined in Table 6: entitled “Future Precipitation Change Factors”.

**SEDIMENT**

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**

The lot or lots upon which a major or minor development is to occur or has occurred.

**SOIL**

All unconsolidated mineral and organic material of any origin.

**SOLID AND FLOATABLE MATERIALS**

Sediment, debris, trash, and other floating, suspended, or settleable solids.

**STATE DEVELOPMENT AND REDEVELOPMENT PLAN METROPOLITAN PLANNING AREA (PA1)**

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

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

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

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), be located on or below the ground surface, or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

#### STORMWATER MANAGEMENT MEASURE

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 MANAGEMENT PLANNING AGENCY

A public body authorized by legislation to prepare stormwater management plans.

#### STORMWATER MANAGEMENT PLANNING AREA

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.

#### STORMWATER RUNOFF

Water flow on the surface of the ground or in storm sewers, resulting from precipitation.

#### TMDL; TOTAL MAXIMUM DAILY LOAD

Formally established pursuant to N.J.S.A 58:11A-7 and 33 U.S.C 12512 et seq. A TMDL is the sum of individual waste load allocations for point sources, load allocations for non-point sources of pollution, other sources such as tributaries or adjacent segments, and allocations to a reserve or margin of safety for an individual permit.

#### TIDAL FLOOD HAZARD AREA

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.

#### TOWNSHIP

The Township of Verona.

#### URBAN COORDINATING COUNCIL EMPOWERMENT NEIGHBORHOOD

A neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

#### URBAN ENTERPRISE ZONE

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**

A previously developed portions of areas:

- A. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
- B. Designated as CAFRA Centers, Cores or Nodes;
- C. Designated as Urban Enterprise Zones; and
- D. Designated as Urban Coordinating Council Empowerment Neighborhoods.

**WATER CONTROL STRUCTURE**

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**

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**

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.

Note: Wetlands provide significant benefits to the community including its role in protecting and preserving drinking water supplies including groundwater; protection against flood and storm damage by absorbing and storing water. Wetlands also provide essential breeding, spawning, nesting, and wintering habitats for fish and wildlife.

**WOODY VEGETATION**

The growth of any combinations of perennial plants that include trees, shrubs and some vines that have woody stems.

**§ 150-25.3 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 article apply to all major and minor development and are intended to avoid 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 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.*

**§ 150-25.4 Stormwater Management Requirements for Major Development**

- A. The development design shall use Low Impact Development Techniques to achieve the minimum of stormwater runoff that must be managed through green infrastructure and

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2024-35

AMENDING CHAPTER 150 – ZONING, ARTICLE XXV  
STORMWATER MANAGEMENT CONTROLS AND REQUIREMENTS  
OF THE TOWNSHIP CODE

SECTION 1:

**§ 150-25.1 Scope and purpose.**

- A. Policy statement. As municipalities throughout New Jersey are developed, impervious surfaces create increased amounts and rates of stormwater runoff during precipitation events. This runoff picks up large amounts of pollutants that collect on parking lots, roadways, rooftops, and other paved or hardened surfaces, and then flows through stormwater conveyances to our streams, rivers, and beaches. The increased runoff rate and volume also lead to erosion and flooding in and downstream of developed areas.

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), nonstructural stormwater management strategies, and preservation of existing mature trees as per Chapter 493 of the Township Code. GI BMPs and low impact development (LID) practices should be used 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 practices should be implemented 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.

GI BMPs and LID practices not only address stormwater runoff but may also result in multiple benefits, including providing open space and beautifying neighborhoods, cooling and cleansing the air, reducing asthma and heat-related illnesses, and saving on heating and cooling energy costs.

- B. Purpose. The purpose of this article is to establish stormwater management requirements and controls for “major development,” and “minor developments,” as defined below in **§ 150-25.2**.
- C. Applicability. This Article shall be applicable to all zones throughout the Township of Verona.
- (1) This article shall be applicable to the following major developments:
    - (a) Nonresidential major developments; and
    - (b) All residential major developments
    - (c) All redevelopment as defined in **§ 150-25.2**.
  - (2) This article shall be applicable to minor developments as defined in **§ 150-25.2**.
  - (3) This article shall also be applicable to all major and minor developments undertaken by the State of New Jersey or any political subdivision of the state unless specifically exempt by statute, regulations, rule, or ordinance.
  - (4) An application required by ordinance pursuant to C(1) above that has been submitted prior to {adoption date of this ordinance}, shall be subject to the stormwater management requirements in effect on {1 day prior to the adoption date of this ordinance}.
  - (5) An application required by ordinance for approval pursuant to C(1) above that has



been submitted on or after March 2, 2021, but prior to {adoption date of this ordinance}, shall be subject to the stormwater management requirements in effect on {1 day prior to the adoption date of this ordinance}.

- (6) Notwithstanding any rule to the contrary, a major development for any public roadway or railroad project conducted by a public transportation entity that has determined a preferred alternative or reached an equivalent milestone before July 17, 2023, shall be subject to the stormwater management requirements in effect prior to July 17, 2023.

D. Compatibility with other permit and ordinance requirements. Development approvals issued pursuant to this article 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 article shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. This article 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 article 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.

### § 150-25.2 Definitions.

For the purpose of this article, 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 New Jersey Stormwater Management Rules at N.J.A.C. 7:8-1.2.

#### CAFRA CENTERS, CORES or NODES

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

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).

#### CATEGORY ONE WATERS (C1)

Waters of the state designated in N.J.A.C. 7:9B-1.15(c) through (h) for purposes of implementing the anti-degradation policies set forth at N.J.A.C. 7:9B-1.5(d) for protection from measurable changes in water quality characteristics because of their clarity, color, scenic setting, other characteristics of aesthetic value, exceptional ecological significance, exceptional recreational significance, exceptional water supply significance, or exceptional fisheries resources(s).

#### COMMUNITY BASIN

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

Increase in soil bulk density that reduces the soil's infiltration rate.

#### CONTRIBUTORY DRAINAGE AREA

The area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

**CORE**

A pedestrian-oriented area of commercial and civic uses serving the surrounding Township, generally including housing and access to public transportation.

**CORE FOREST**

Any forest as defined below, that has some portion at least 330 feet from all edges of the total forest area.

**COUNTY REVIEW AGENCY**

An agency designated by the County Board of County Commissioners to review municipal stormwater management plans and implement 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**

The State of New Jersey Department of Environmental Protection.

**DESIGNATED CENTER**

A State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

**DESIGN ENGINEER**

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**

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. 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. For purposes of this ordinance, "development" shall include any redevelopment of a parcel.

**DISTURBANCE**

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**

A geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving water body or to a particular point along a receiving water body.

**EMPOWERMENT NEIGHBORHOODS**

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

**ENVIRONMENTALLY CONSTRAINED AREA**

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**

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.

**EROSION**

The detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

**FOREST**

A wooded area having an ecosystem typically consisting of a thick growth of trees and plants that has occurred through natural succession or reforestation, that exhibits or normally exhibits a contiguous tree canopy of greater than either 200 feet in width in any direction or one acre in area. The term "forest" shall include, but not be limited to, "core forest" as defined above.

**GREEN INFRASTRUCTURE**

- A. Those methods and techniques that use vegetation, soils and other elements and practices to restore the natural processes of the land to manage and retain Stormwater. Stormwater management measures that manage 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.
  
- B. Examples of Green Infrastructure include but are not limited to rain gardens, green roofs, permeable pavement; bio-infiltration, cisterns, or vegetated swales

**GROUNDWATER**

A body of water below the surface of the land in a zone of saturation where the spaces between the soil or geological materials are fully saturated with water.

**HABITATS OF ENDANGERED OR THREATENED SPECIES**

Those habitats identified by the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

**HUC 14 or HYDROLOGIC UNIT CODE 14**

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.

**IMPAIRED WATER**

A surface water listed in the New Jersey Department of Environmental Protection Integrated Water Quality Assessment Report as failing to meet one or more designated uses or not meeting the standards set out in the Surface Water Quality Standards at N.J.A.C. 7:9B et seq.

**IMPERVIOUS SURFACE**

A surface that has been covered with a layer of material so that it is highly resistant to infiltration by water. Impervious surfaces include and are not limited to roofs and asphalt, concrete, and stone roads, parking lots, drives, sidewalks, porous asphalt or concrete systems, synthetic turf fields, pools, and patios.

**INFILTRATION**

The process by which water seeps into the soil from precipitation.

**LEAD PLANNING AGENCY**

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.

other stormwater management measures. Retention of natural landscape features shall be emphasized in the design.

- B. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with **§ 150-25.12**.
- C. 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)
- D. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of **§ 150-25.4Q, R, and S**:
- (1) The construction of an underground utility line, 18 inches or under in diameter, 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.
- E. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of **§ 150-25.4P, Q, R, and S** 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 **§ 150-25.4P, Q, R, and S** to the maximum extent practicable;
  - (3) The applicant demonstrates that, in order to meet the requirements of **§ 150-25.4P, Q, R, and S**, 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 **§ 150-25.4E(3)** above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of **§ 150-25.4P, Q, R, and S** that were not achievable onsite.
- F. 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 **§ 150-25.4P, Q, R, and S**. 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. <http://dep.nj.gov/stormwater/bmp-manual/>.

other stormwater management measures. Retention of natural landscape features shall be emphasized in the design.

- B. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with **§ 150-25.12**.
- C. 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 muhlenbergi* (bog turtle)
- D. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of **§ 150-25.4Q, R, and S**:
  - (1) The construction of an underground utility line, 18 inches or under in diameter, 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.
- E. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of **§ 150-25.4P, Q, R, and S** 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 **§ 150-25.4P, Q, R, and S** to the maximum extent practicable;
  - (3) The applicant demonstrates that, in order to meet the requirements of **§ 150-25.4P, Q, R, and S**, 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 **§ 150-25.4E(3)** above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of **§ 150-25.4P, Q, R, and S** that were not achievable onsite.
- F. 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 **§ 150-25.4P, Q, R, and S**. 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. <http://dep.nj.gov/stormwater/bmp-manual/>.

- G. Where the BMP tables in the NJ Stormwater Management Rule are more stringent than the tables in this article, the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

<b>Table 1 Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity</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>
Cistern	0	Yes	No	--
Dry Well <sup>(a)</sup>	0	No	Yes	2
Grass Swale	50 or less	No	No	2 <sup>(e)</sup> 1 <sup>(f)</sup>
Green Roof	0	Yes	No	--
Manufactured Treatment Device <sup>(a) (g)</sup>	50 or 80	No	No	Dependent upon the device
Pervious Paving System <sup>(a)</sup>	80	Yes	Yes <sup>(b)</sup> No <sup>(c)</sup>	2 <sup>(b)</sup> 1 <sup>(c)</sup>
Small-Scale Bioretention Basin <sup>(a)</sup>	80 or 90	Yes	Yes <sup>(b)</sup> No <sup>(c)</sup>	2 <sup>(b)</sup> 1 <sup>(c)</sup>
Small-Scale Infiltration Basin <sup>(a)</sup>	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60 to 80	No	No	--

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

<b>Table 2</b> <b>Green Infrastructure BMPs for Stormwater Runoff Quantity</b> <b>(or for Groundwater Recharge and/or Stormwater Runoff Quality</b> <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 (SS Removal Rate percent)</b>	<b>Stormwater Runoff Quantity</b>	<b>Groundwater Recharge</b>	<b>Minimum Separation from Seasonal High Water Table (feet)</b>
Bioretention System	80 or 90	Yes	Yes <sup>(b)</sup> No <sup>(c)</sup>	2 <sup>(b)</sup> 1 <sup>(c)</sup>
Infiltration Basin	80	Yes	Yes	2
Sand Filter <sup>(b)</sup>	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond <sup>(d)</sup>	50 to 90	Yes	No	N/A

(Notes corresponding to annotations <sup>(a)</sup> through <sup>(g)</sup> are found after Table 3)

<b>Table 3</b> <b>BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or</b> <b>Stormwater Runoff Quantity</b> <b>only with a Waiver or Variance from N.J.A.C. 7:8-5.3</b>				
<b>Best Management Practice</b>	<b>Stormwater Runoff Quality (SS Removal Rate percent)</b>	<b>Stormwater Runoff Quantity</b>	<b>Groundwater Recharge</b>	<b>Minimum Separation from Seasonal High Water Table (feet)</b>
Blue Roof	0	Yes	No	N/A
Extended Detention Basin	40 to 60	Yes	No	1
Manufactured Treatment Device <sup>(h)</sup>	50 or 80	No	No	Dependent upon the device
Sand Filter <sup>(c)</sup>	80	Yes	No	1
Subsurface Gravel Wetland	90	No	No	1
Wet Pond	50 to 90	Yes	No	N/A

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at **§ 150-25.4P(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 2 percent;

- (f) designed with a slope of equal to or greater than 2 percent;
  - (g) manufactured treatment devices that meet the definition of green infrastructure at **§ 150-25.2**;
  - (h) manufactured treatment devices that do not meet the definition of green infrastructure at **§ 150-25.2**.
- H. 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 **§ 150-25.6B**. Alternative stormwater management measures may be used to satisfy the requirements at **§ 150-25.4P** only if the measures meet the definition of green infrastructure at **§ 150-25.2**. Alternative stormwater management measures that function in a similar manner to a BMP listed at **§ 150-25.4 P(2)** are subject to the contributory drainage area limitation specified at **§ 150-25.4P(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 **§ 150-25.4 P(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 **§ 150-25.4E** is granted from **§ 150-25.4P**.
- I. 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.
- J. Design standards for stormwater management measures are as follows:
- (1) Stormwater management measures shall be designed to take into account the existing site and surrounding area conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability through soil testing described in Chapter 12 of the NJ BMP manual and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
  - (2) Stormwater management measures shall be designed and demonstrated not to negatively impact wetlands or watercourses on site or adjacent to the property.
  - (3) 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 **§ 150-25.8C**
  - (4) 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;
  - (5) Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at **§ 150-25.8**; and



- (6) The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of 2.5 inches in diameter.
- K. Manufactured treatment devices may be used to meet the requirements of this section, 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 **§ 150-25.2** may be used only under the circumstances described at **§ 150-25.4P(4)**.
- L. Any application for a new agricultural development that meets the definition of major development at **§ 150-25.2** shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at **§ 150-25.4P, Q, R, and S** 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.
- M. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at **§ 150-25.4Q, R, and S** shall be met in each drainage area, unless the runoff from the drainage areas converge on-site and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined using a weighted average of the results achieved for that individual standard across the affected drainage areas.
- N. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Office of the Essex County Register of Deeds and Mortgages and with the Township Clerk. 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 **§ 150-25.4P, Q, R, and S** 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 **§ 150-25.12B(5)**. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the Township. 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 Township is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the Township within 180 calendar days of the authorization granted by the Township.
- O. A stormwater management measure approved under the municipal stormwater management plan or Ordinance may be altered or replaced with the approval of the Township, if the Township determines that the proposed alteration or replacement meets the design and performance standards pursuant to **§ 150-25.4** of this article 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 Township for approval and subsequently recorded with the County of Essex and the Township and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with **§ 150-25.4N** above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the Township in accordance with **§ 150-25.4N** above.
- P. 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 § 150-25.4Q and R, the design engineer shall use green infrastructure BMPs identified in Table 1 at § 150-25.4G and/or an alternative stormwater management measure approved in accordance with § 150-25.4H. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

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

- (3) To satisfy the stormwater runoff quantity standards at § 150-25.4S, the design engineer shall use BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with § 150-25.4H.
- (4) If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with § 150-25.4E 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 § 150-25.4H may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at § 150-25.4Q, R, and S.
- (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 § 150-25.4Q, R, and S, unless the project is granted a waiver from strict compliance in accordance with § 150-25.4E.

#### Q. 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 § 150-25.5, either:
- 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
  - Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the projected 2-year storm, as defined and determined pursuant to § 150-25.5D, is infiltrated.
- (3) This groundwater recharge requirement does not apply to areas of the project site that have been previously developed as defined in § 150-25.2 or to groundwater subject to

§ 150-25.4Q(4) below. However, groundwater that is not subject to § 150-25.4Q(4) below shall be used to achieve the standards of this section to the maximum extent practicable in locations where it will meet requirements of this article and will not cause damage to infrastructure or structures.

(4) The following types of stormwater shall not be recharged:

- (a) 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 approved pursuant to the Administrative Requirements for the Remediation of Contaminated Sites rules, N.J.A.C. 7:26C, or Department or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
- (b) 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.

#### R. 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 project meets the definition of a major development according to § 150-25.2.
- (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:
  - (a) 80% TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of any type of regulated impervious surface.
  - (b) If the surface is considered any type of regulated impervious surface because the water quality treatment for that area of impervious 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.
  - (c) If the runoff from a project site will drain, directly or indirectly, into a water with a Total Maximum Daily Load (TMDL) for TSS, then the required TSS reduction from the site shall be increased to be consistent with the reductions set forth in the TMDL;
  - (d) If the runoff from a project site will drain, directly or indirectly, into an impaired water that is listed under New Jersey’s Integrated Water Quality Assessment Report as impaired for TSS, then TSS shall be removed to the maximum extent practicable.
- (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 § 150-25.4R(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.

**Table 4 - Water Quality Design Storm Distribution**

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (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% 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 § 150-25.4Q,R, and S.
- (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% of the anticipated load from the developed site, expressed as an annual average.
- (10) The 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.

#### S. Stormwater Runoff Quantity Standards

- (1) This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
- (2) The site shall be designed to manage through on-site retention the Retention Storm, (or ½ of the projected 2-year storm per (square foot) as reflected in Table 6.) at the site or on contiguous properties in common ownership. The management shall be through the use of one or more green infrastructure techniques and shall apply to the total impervious on the site, both retained and proposed.
- (3) In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at § 150-25.5, complete one of the following:
- Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the **current and projected** two-, 10-, and 100-year storm events, **as defined and determined pursuant to § 150-25.5C and D respectively**, do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
  - 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 **current and projected** two-, 10-, and 100-year storm events, **as defined and determined pursuant to §150-25.5C and D respectively**, 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;

- (c) Design stormwater management measures so that the post-construction peak runoff rates for the current and projected two-, 10-, and 100-year storm events, as defined and determined pursuant to **§150-25.5C and D** respectively, 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
  - (d) In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with **§ 150-25.4S(3) (a), (b), and (c)** 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.
- (4) The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

#### **§ 150-25.5 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 the following method:
  - (a) 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 United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873;
- (2) For the purpose of calculating curve numbers 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 "curve number" applies the NRCS methodology above at **§ 150-25.5A(1)(a)**. A curve number 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). For the purpose of calculating runoff coefficients and groundwater recharge, the preconstruction land cover of a site or portion thereof shall be considered to be woods, unless the applicant provides sufficient evidence that another land cover (e.g. farmland) had existed for at least five year without interruption prior to development of the site. Furthermore, the pre-construction condition of the site or portion thereof shall be considered to have

- been in good hydrologic condition. If more than one land use existed on the site during the five years prior to initial development of the site, the land cover with the lowest runoff potential shall be used for the computations. The term “runoff coefficient” applies to the NRCS methodology above at **§150-25.5A-1(a)**.
- (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* or 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 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.
- C. The precipitation depths of the current two-, 10-, and 100-year storm events shall be determined by multiplying the values determined in accordance with C(1) and (2) below
- (1) The applicant shall utilize the National Oceanographic and Atmospheric Administration (NOAA), National Weather Service’s Atlas 14 Point Precipitation Frequency Estimates: NJ, in accordance with the location(s) of the drainage area(s) of the site. This data is available at: [https://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html?bkmrk=nj](https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=nj); and
  - (2) The applicant shall utilize Table 5 below, which sets forth the applicable multiplier for the drainage area(s) of the site, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development lies in more than one county, the precipitation values shall be adjusted according to the percentage of drainage in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

**Table 5: Current Precipitation Adjustment Factors**

County	Table 5: Current Precipitation Adjustment Factors		
	2-Year Design Storm	10-Year Design Storm	100-Year Design Storm
Atlantic	1.01	1.02	1.03
Bergen	1.01	1.03	1.06

Burlington	0.99	1.01	1.04
Camden	1.03	1.04	1.05
Cape May	1.03	1.03	1.04
Cumberland	1.03	1.03	1.01
Essex	1.01	1.03	1.06
Gloucester	1.05	1.06	1.06
Hudson	1.03	1.05	1.09
Hunterdon	1.02	1.05	1.13
Mercer	1.01	1.02	1.04
Middlesex	1.00	1.01	1.03
Monmouth	1.00	1.01	1.02
Morris	1.01	1.03	1.06
Ocean	1.00	1.01	1.03
Passaic	1.00	1.02	1.05
Salem	1.02	1.03	1.03
Somerset	1.00	1.03	1.09
Sussex	1.03	1.04	1.07
Union	1.01	1.03	1.06
Warren	1.02	1.07	1.15

- D. Table 6 below sets forth the change factors to be used in determining the projected two-, 10-, and 100-year storm events for use in this chapter, which are organized alphabetically by county. The precipitation depth of the projected two-, 10-, and 100-year storm events of a site shall be determined by multiplying the precipitation depth of the two-, 10-, and 100-year storm events determined from the National Weather Service's Atlas 14 Point Precipitation Frequency Estimates pursuant to (c)1 above, by the change factor in Table 5-6 below, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development and/or its drainage area lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.



**Table 6: Future Precipitation Change Factors**

County	Table 6: Future Precipitation Change Factors		
	2-Year Design Storm	10-Year Design Storm	100-Year Design Storm
Atlantic	1.22	1.24	1.39
Bergen	1.20	1.23	1.37
Burlington	1.17	1.18	1.32
Camden	1.18	1.22	1.39
Cape May	1.21	1.24	1.32
Cumberland	1.20	1.21	1.39
Essex	1.19	1.22	1.33
Gloucester	1.19	1.23	1.41
Hudson	1.19	1.19	1.23
Hunterdon	1.19	1.23	1.42
Mercer	1.16	1.17	1.36
Middlesex	1.19	1.21	1.33
Monmouth	1.19	1.19	1.26
Morris	1.23	1.28	1.46
Ocean	1.18	1.19	1.24
Passaic	1.21	1.27	1.50
Salem	1.20	1.23	1.32
Somerset	1.19	1.24	1.48
Sussex	1.24	1.29	1.50
Union	1.20	1.23	1.35
Warren	1.20	1.25	1.37

**§ 150-25.6 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:

<https://dep.nj.gov/stormwater/bmp-manual/>

- (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://dep.nj.gov/stormwater/maintenance-guidance/>

- B. Submissions required for review by the Department should be mailed to:

The Division of Watershed Protection and Restoration, New Jersey Department of Environmental Protection, Mail Code 501-02A, PO Box 420, Trenton, New Jersey 08625-0420

### § 150-25.7 Solids and Floatable Materials Control Standards

- A. Site design features identified under Section § 150-25.4G above, or alternative designs in accordance with Section 150-25.4H 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 § 150-25.7A (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:

- (a) 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
- (b) 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.

- (c) 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:

- (a) 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;

- (b) 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;
- (c) 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:
  1. 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
  2. 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).

- (d) 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
- (e) 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.

#### **§ 150-25.8 Safety Standards for Stormwater Management Basins**

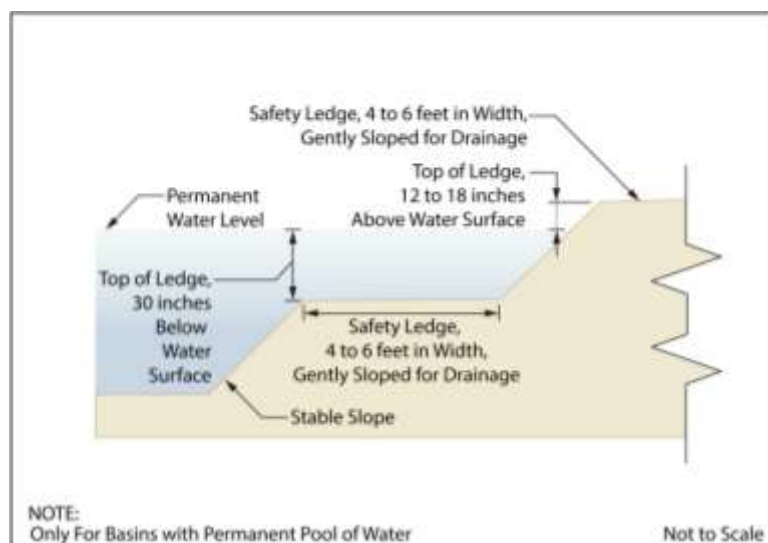
- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety 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 **§ 150-25.8C(1), C(2), and 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:
    - (a) The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
    - (b) The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
    - (c) 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

- (d) 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:
- The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
  - The overflow grate spacing shall be no less than two inches across the smallest dimension.
  - 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:
- 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 **§150-25.8C**, a free-standing outlet structure may be exempted from this requirement;
  - Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than 2.5 feet. Safety ledges shall be comprised of two steps. Each step shall be 4 to 6 feet in width. One step shall be located approximately 2.5 feet below the permanent water surface, and the second step shall be located 1 to 1.5 feet above the permanent water surface. See **§ 150-25.8E** for an illustration of safety ledges in a stormwater management BMP; and
  - In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical (3H:1V).

D. Waiver or Exemption from Safety Standard. A waiver or exemption from the safety standards for stormwater management BMPs may be granted by the Township Engineer only upon a written finding by the municipality that the waiver or exemption will not constitute a threat to public safety.

#### E. Safety Ledge Illustration

Elevation View - Basin Safety Ledge Configuration



**§ 150-25.9 Stormwater Management Requirements for Minor Development:**

A. The stormwater runoff requirements applicable to Minor Developments are as follows:

- (1) For each square foot of increased impervious surface, three inches per square foot of stormwater shall be managed using green infrastructure practices set out in **Table 7** below or such other measures as may be required by the municipal engineer of which the retention storm must be retained on site using green infrastructure.
- (2) All such development shall be subject to review by the municipal engineer to determine that all stormwater runoff created by the development is adequately controlled in accordance with the standards of this ordinance.
- (3) In such cases where it is determined that the outflow from the stormwater management system will impact an adjacent property, the outflow shall be directed to a storm sewer, swale, or other suitable stormwater runoff conveyance measure.
- (4) If the municipal engineer determines that the outflow from the stormwater management system may potentially damage an adjoining property and the out flow cannot be safely directed to a storm sewer, swale, or other suitable stormwater runoff conveyance measure, the stormwater runoff from the development shall be retained on-site at a rate of four inches of storage for each square foot of new impervious surface using green infrastructure practices or such other measures as may be required by the municipal engineer.
- (5) If the applicant cannot comply with **§ 150-25.9A** above, the proposal should be redesigned, or reduced in scope so that the stormwater management measures do not damage an adjoining property.

<b>Table 7</b>	
<b>Minor Development BMP</b>	
<u>Grass Swale</u>	<u>Green Roof</u>
<u>Pervious Paving System</u>	<u>Small-Scale Bioretention Basin</u>
<u>Small-Scale Infiltration Basin</u>	<u>Small-Scale Sand Filter</u>
<u>Vegetative Filter Strip</u>	<u>Cistern</u>
<u>Dry Well*</u>	

*(\* The use of dry wells is allowed only where the other listed methods cannot feasibly meet the requirements of this section.)*

- (6) **Table 8** provides presumptive rain garden sizes that can be installed to manage New Jersey’s Water Quality Design Storm on minor developments

<b>Table 8</b>			
<b>Rain Garden Table</b>			
<b>Drainage Area</b>	<b>Rain Garden Size</b>		
	<b>Clay Soil (soil amendments needed)</b>	<b>Silty Soil</b>	<b>Sandy Soil</b>
500 ft <sup>2</sup>	200 ft <sup>2</sup>	100 ft <sup>2</sup>	75 ft <sup>2</sup>
750 ft <sup>2</sup>	350 ft <sup>2</sup>	150 ft <sup>2</sup>	112 ft <sup>2</sup>
1,000 ft <sup>2</sup>	400 ft <sup>2</sup>	200 ft <sup>2</sup>	149 ft <sup>2</sup>
1,500 ft <sup>2</sup>	600 ft <sup>2</sup>	300 ft <sup>2</sup>	224 ft <sup>2</sup>
2,000 ft <sup>2</sup>	800 ft <sup>2</sup>	400 ft <sup>2</sup>	299 ft <sup>2</sup>

*(Source: Rain Garden Manual of New Jersey, Rutgers Water Resource Programs. Rain garden size based on New Jersey’s Water Quality Design Storm – 1.25 inches of rain over 2 hours)*

- (7) The stormwater management feature shall be protected from future development by conservation easement, deed restriction, or other acceptable legal measures.

(8) Waivers. A waiver from strict compliance with the requirement of § 150-25-9 may be granted by the Township Engineer for those projects where an applicant has demonstrated the inability or impracticability of strict compliance with the stormwater management requirements in that section.

(9) The use of a BMP is subject to soil suitability and approval of the Township Engineer.

### § 150-25.-10 Requirements for a Site Development Stormwater Plan - Major Development

#### A. Submission of Site Development Stormwater Plan

(1) Whenever an applicant seeks municipal approval of a major development subject to this article, the applicant shall submit all of the required components of the checklist for the site development stormwater plan at § 150-25.10C 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 article.

(3) The applicant shall submit a complete electronic copy, and two hard copies of the materials listed in the checklist for site development stormwater plans in accordance with § 150-25.10C of this article.

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 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 article.

#### C. Submission of Major Development Stormwater Plan

The following information shall be required:

(1) Topographic Base Map. The design engineer shall provide 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 one inch equals 200 feet or greater, showing two-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, wetlands, and floodplains 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 shall be submitted. This description shall 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. The map shall indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, springs, seeps, intermittent or perennial streams, wetlands, and flood plains along with their appropriate buffer strips, marshlands and other wetlands, forests, and core forests, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

(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 § 150-25.3 through § 150-25.5 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:

- (a) 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.
  - (b) 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.
  - (c) Location and results of all test pits, overlaid with the location of all BMPs. The SHWT, depth of mottling observed, and bottom elevation of the BMP shall be listed in a comprehensive chart.
  - (d) Map of predevelopment and post development drainage areas
  - (e) Map demonstrating the contributory drainage area for each BMP.
- (6) Calculations
- (a) Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in § 150-25.4 of this article.
  - (b) 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 on-site 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 evaluate 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 § 150-25.12.

- (8) Waiver from Submission Requirements

The municipal official or board reviewing an application under this article may, in consultation with the Township Engineer, waive submission of any of the requirements in § 150-25.9C(1) through (6) of this article 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.

#### **§ 150-25.711 Requirements for a Site Development Stormwater Plan – Minor Development**

- A. Submission of Site Development Stormwater Plan

- (1) Whenever an applicant seeks municipal approval of a minor development subject to this article, the applicant shall submit all of the required components of the checklist for the site development stormwater plan at § 150-25.11C 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 article.
- (3) The applicant shall submit a complete electronic copy, and two hard copies of the materials listed in the checklist for site development stormwater plans in accordance with § 150-25.11C of this article.

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 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 article.

C. Submission of Minor Development Stormwater Plan

The following information shall be required:

- (1) Topographic Base Map. The design engineer shall provide sufficient topographic and location data that shows existing and proposed contours, at a scale of no greater than 1"=30' to allow the Township Engineer to make an appropriate evaluation of the development proposal. The topography and existing conditions must be based on a plan prepared by a NJ licensed surveyor.
- (2) Project Development Plans. A map at the scale of the topographical base map indicating the location of existing and proposed buildings and other improvements shall be provided.
- (3) Stormwater Management Facilities Map

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

- (a) 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.
  - (b) Details of all stormwater management facility designs, during and after construction.
- (4) Calculations
- (a) Calculations to demonstrate compliance with § 150-25.9 of this article.
  - (b) When a minor development proposes to increase impervious coverage by 1500 square feet or more, stormwater management control measures shall depend on the hydrologic properties of soils or require certain separation from the seasonal high water table and a soils report shall be submitted. The soils report shall be based on on-site 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 evaluate the suitability and distribution of soils present at the location of the control measure. On a case-by-case basis, the Township Engineer may require a soil evaluation to be a condition of any approved plan and be completed prior to or during construction and installation of any stormwater management bmp on the site.
- (5) Maintenance and Repair Plan

Minor development BMPs shall be operated and maintained in accordance with



guidance published and provided by the Township of Verona.

(6) Waiver from Submission Requirements

The municipal official or board reviewing an application under this article may, in consultation with the Township Engineer, waive submission of any of the requirements in § 150-25.11C(1) through (3) of this article 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.

**§ 150-25.12 Maintenance and Repair**

- A. Applicability. Projects subject to review as in § 150-25.1C of this article shall comply with the requirements of § 150-25.12B 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). 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 § 150-25.12B(3) above is not a public agency, the maintenance plan and any future revisions based on § 150-25.12B(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.
  - (6) 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.
  - (7) The party responsible for maintenance identified under § 150-25.12B(3) above shall perform all of the following requirements:
    - (a) 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; Maintenance and inspection guidance can be found on the Department's website at:

<https://dep.nj.gov/stormwater/maintenance-guidance/>

- (b) Evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed;
  - (c) Submit to the Township Engineer every May 1 an annual maintenance report, including all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development; and
  - (d) 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 **§ 150-25. 12B(6) and B(7)** above.
  - (e) Post a two-year maintenance guarantee in accordance with N.J.S.A. 40:55D-53. This person must develop a written maintenance and inspection program to be approved by the Township of Verona.
- (8) The requirements of **§ 150-25.12B(3) and B(4)** do not apply to stormwater management facilities that are dedicated to the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.
  - (9) 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 Township shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have 14 calendar days to effect maintenance and repair of the facility in a manner that is approved by the township engineer or his designee. The Township, 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 Township 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.
- C. Nothing in this subsection shall preclude the Township 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.

#### **§ 150-25.13 Stormwater License and Inspection Requirements**

- A. All stormwater management facilities are to be maintained by the responsible party or homeowner association in accordance with the approved maintenance plan
- B. All stormwater management facilities for major developments are required to obtain a Stormwater Maintenance Permit from the (Appropriate Department)
- C. The annual fee for the Stormwater Maintenance Permit shall be listed in Verona's Fee Ordinance, §A565.
- D. The Stormwater maintenance Permit shall be renewed each year no later than January 1<sup>st</sup>.
- E. A detailed inspection and maintenance report shall be submitted annually no later than January 1<sup>st</sup> to the Engineering Department.
- F. The inspection and maintenance report shall include and not be limited to:
  - (1) Stormwater inlets and manholes
  - (2) Detention basin outflow structures
  - (3) Trash racks and overflow grates
  - (4) Vegetation
  - (5) Embankment erosion control
  - (6) Sediment removal and pond maintenance
  - (7) Mechanical Treatment Devices utilizing filters shall have a record of filter replacement as per the manufacturer's specifications

(8) Green Infrastructure measures including conditions of all plans

G. The inspection report shall include copies of photographs depicting the conditions of the BMP.

**§ 150-25.14 Fees**

Major and Minor developments that are part of a Land Use Board application process shall file a stormwater permit application with the associated application fee according to § A565. All professional reviews shall be paid for through the escrow associated with the stormwater permit application according to § A565. For projects that are not part of a Land Use Board application, these same fees shall apply according to § A565."

**§ 150-25.15 Enforcement**

This article shall be enforced by the Township Manager, or his/her designee, which may include the Township Engineer, the Township Planner, the Township Zoning Office, the Township Construction Code Official or the Township Building Inspector or any other appropriate designee of the Township.

**§ 150-25.16 Violations and penalties. [Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**

Any person who violates any of the provisions of this article shall, upon conviction thereof, be subject to the penalties set forth in Chapter 1, Article II, General Penalty, of the Township Code.

**SECTION 2. Severability**

Each section, subsection, sentence, clause, and phrase of this article is declared to be an independent section, subsection, sentence, clause, and phrase, and the finding or holding of any such portion of this article to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this article.

**SECTION 3. Effective Date:**

This article shall be in full force and effect from and after its adoption and any publication as required by law.

ATTEST:

JENNIFER KIERNAN  
MUNICIPAL CLERK

**NOTICE**

**I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF XXX AND XXX.**

**JENNIFER KIERNAN, CMC  
MUNICIPAL CLERK**

INTRODUCTION: October 7, 2024  
PUBLIC HEARING:  
EFFECTIVE DATE:

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2024-36

AMENDING CHAPTER A565-1 SCHEDULE OF FEES, SPECIFICALLY  
STORMWATER FEES OF THE TOWNSHIP CODE

BE IT ORDAINED by the Township Council of the Township of Verona, County of Essex, New Jersey as follows:

SECTION 1. Chapter A565-1 entitled "Schedule of Fees" of the Code of the Township of Verona, "Ch. 150-Zoning" is hereby amended and replaced to read as follows:

Deletions are in ~~strikethrough~~, [additions are bolded in brackets]:

§ <del>150-25.14</del> [13]	
Stormwater permit application fee	\$150
Stormwater permit review escrow (minor development)	\$750
Stormwater permit review escrow (major development)	\$1,500

ATTEST:

JENNIFER KIERNAN  
MUNICIPAL CLERK

NOTICE

I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF OCTOBER 25, 2024 AND XXX.

JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK

INTRODUCTION: October 21, 2024  
PUBLIC HEARING:  
EFFECTIVE DATE:

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**ORDINANCE No. 2024-**

**BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION  
OF \$195,000 FOR THE IMPROVEMENT OF PICKLE BALL/TENNIS  
COURTS, INCLUDING EQUIPMENT, IN AND BY THE TOWNSHIP OF  
VERONA, IN THE COUNTY OF ESSEX, NEW JERSEY, AND  
AUTHORIZING THE ISSUANCE OF \$195,000 BONDS OR NOTES OF THE  
TOWNSHIP TO FINANCE THE COST THEREOF**

Be it ordained by the Township Council of the Township of Verona, in the County of Essex, New Jersey (with not less than two-thirds of all members thereof affirmatively concurring) as follows:

**SECTION 1.** The improvement described in Section 3(a) of this bond ordinance has heretofore been authorized to be undertaken by the Township of Verona, in the County of Essex, New Jersey (the "Township"), as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the supplemental amount of \$195,000, such sum being in addition to the \$375,000 appropriated therefor by Section 3(j) of bond ordinance #2024-22 of the Township, finally adopted May 20, 2024 (the "Original Bond Ordinance"). No down payment is required pursuant to N.J.S.A. 40A:2-11(c) as the improvement or purpose referred to in Section 3(a) hereof is being partially funded by the \$75,000 Local Recreation Grant as set forth in Section 3(c) hereof.

**SECTION 2.** In order to finance the additional cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$195,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

**SECTION 3.** (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is the improvement of pickle ball/tennis courts, including equipment, as described in Section 3(j) of the Original Bond Ordinance, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$570,000, including the \$375,000 authorized by the Original Bond Ordinance and the \$195,000 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$570,000, including the \$375,000 appropriated by the Original Bond Ordinance and the \$195,000 appropriated herein, including

\$75,000 expected to be received as a Local Recreation Grant as set forth in Section 3(j) of the Original Bond Ordinance.

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

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

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

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$195,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$75,000 items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement. Of this amount, \$75,000 was estimated for these items of expense in the Original Bond Ordinance and no additional amount is estimated therefor herein.

**SECTION 7.** The Township hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The Chief Financial Officer is hereby authorized to act on behalf of the Township to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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

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

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

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

ATTEST:

JENNIFER KIERNAN  
MUNICIPAL CLERK

**NOTICE**

**I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF XXX AND XXX.**

JENNIFER KIERNAN  
MUNICIPAL CLERK

INTRODUCTION:  
PUBLIC HEARING:  
EFFECTIVE DATE:



TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2024-

**BOND ORDINANCE PROVIDING A SUPPLEMENTAL  
APPROPRIATION OF \$225,000 FOR THE IMPROVEMENT OF THE  
BIG POOL FOR THE POOL UTILITY IN AND BY THE TOWNSHIP  
OF VERONA, IN THE COUNTY OF ESSEX, NEW JERSEY, AND  
AUTHORIZING THE ISSUANCE OF \$225,000 BONDS OR NOTES OF  
THE TOWNSHIP TO FINANCE THE COST THEREOF.**

Be it ordained by the Township Council of the Township of Verona, in the County of Essex, New Jersey (with not less than two-thirds of all members thereof affirmatively concurring), as follows:

**SECTION 1.** The improvement described in Section 3(a) of this bond ordinance has heretofore been authorized to be undertaken by the Township of Verona, in the County of Essex, New Jersey (the "Township"), as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the supplemental amount of \$225,000, such sum being in addition to the \$350,000 appropriated therefor by bond ordinance #2024-20 of the Township, finally adopted May 20, 2024 (the "Original Bond Ordinance"). No down payment is required as the purpose authorized herein is deemed self-liquidating, and the obligations authorized herein are deductible from the gross debt of the Township, as more fully explained in Section 6(e) of this bond ordinance.

**SECTION 2.** In order to finance the additional cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$225,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

**SECTION 3.** (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is the improvement of the Big Pool at the Community Pool Facility with a marsite lining, as described in the Original Bond Ordinance, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$558,000, including the \$333,000 authorized by the Original Bond Ordinance and the \$225,000 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$575,000, including the \$350,000 appropriated by the Original Bond Ordinance and the \$225,000 appropriated herein.

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

**SECTION 5.** The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance

to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

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

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$225,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$70,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement. Of this amount, \$70,000 was estimated for these items of expense in the Original Bond Ordinance and no additional amount is estimated therefor herein.

(e) This bond ordinance authorizes obligations of the Township solely for purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be

issued for a purpose that is deemed self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from gross debt pursuant to N.J.S.A. 40A:2-44(c).

**SECTION 7.** The Township hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The Chief Financial Officer is hereby authorized to act on behalf of the Township to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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

**SECTION 9.** The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of

obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

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

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

ATTEST:

JENNIFER KIERNAN  
MUNICIPAL CLERK

**NOTICE**

**I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF XXX AND XXX.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

INTRODUCTION:  
PUBLIC HEARING:  
EFFECTIVE DATE:

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2024-

REAPPROPRIATING \$340,000 PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSE IN ORDER TO PROVIDE FOR THE REPOINTING OF THE TOWNSHIP HALL IN AND BY THE TOWNSHIP OF VERONA, IN THE COUNTY OF ESSEX, NEW JERSEY

BE IT ORDAINED by the Township Council of the Township of Verona, in the County of Essex, New Jersey (with not less than two-thirds of all members thereof affirmatively concurring), as follows:

SECTION 1. Pursuant to N.J.S.A. 40A:2-39, it is hereby determined that \$340,000 of the proceeds of obligations originally made available pursuant to the following bond ordinances of the Township of Verona, in the County of Essex, New Jersey (the "Township") are no longer necessary for the purposes for which the obligations previously were authorized:

<b>Ordinance Number</b>	<b>Improvement Description and Date of Adoption</b>	<b>Amount to Be Reappropriated</b>
2021-36 (Section 3(a))	Roadway reconstruction in the area of Ann Street, Cypress Avenue, Willow Terrace and Steven Avenue, finally adopted October 4, 2021	\$74,000
2023-30	Reconstruction of Balston Drive, Windemere Road and Whitney Terrace, finally adopted July 24, 2023	\$266,000

SECTION 2. The \$340,000 described in Section 1 and made available pursuant to N.J.S.A. 40A:2-39 is hereby reappropriated to provide for the repointing of the Township Hall as previously provided for in Section 3(h) of bond ordinance #2024-22 of the Township finally adopted May 20, 2024.

SECTION 3. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purpose authorized herein is inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 4. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by law.

ATTEST:

JENNIFER KIERNAN  
MUNICIPAL CLERK

NOTICE

I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF XXX AND XXX.

JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK

INTRODUCTION:  
PUBLIC HEARING:  
EFFECTIVE DATE:

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2024-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**AUTHORIZE BUDGET TRANSFERS BETWEEN APPROPRIATION  
ACCOUNTS PURSUANT TO NJSA 40a:40-1**

**WHEREAS**, certain transfers of funds for various 2024 budget appropriations are necessary to cover anticipated expenditures; and

**WHEREAS**, N.J.S.A. 40a:4-58 provides for transfer of appropriations with an excess over and above the amount deemed necessary to fulfil their purposes to those appropriations deemed to be insufficient;

**WHEREAS**, the appropriations subject to fund transfers hereby are not within those restricted by N.J.S.A. 40a:4-58 for transfer purposes;

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Verona that the Chief Financial Officer shall and is hereby authorized to make transfers between appropriations accounts of the 2024 Municipal Budget as follows:

	<b>TO:</b>	<b>FROM:</b>
PERS	\$15,000.00	
Telephone	\$4,000.00	
Health Waivers	\$2,500.00	
IT - Other Expenses	\$2,500.00	
Pool - Operating	\$10,000.00	
Water and Sewer - Other Expenses	\$100,000.00	
Administration - Salary and Wages		\$15,000.00
Assessor - Salary and Wages		\$2,000.00
Planning Board - Salary and Wages		\$5,000.00
Zoning - Salary and Wages		\$2,000.00
Pool- Salary and Wages		\$10,000.00
Water and Sewer - Salary and Wages		\$100,000.00
<b>TOTALS</b>	<b>\$134,000.00</b>	<b>\$134,000.00</b>

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOEMBER 12, 2024.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2024-

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**APPROVING CLOSE-OUT OF CONTRACT #2022-13 - RECONSTRUCTION OF DERWENT AVENUE**

**WHEREAS**, DLS Contracting and the Township of Verona have heretofore entered into an Agreement, more particularly known as Contract No. 2024-02 - "Reconstruction of Douglas Place" for the furnishing of labor, equipment and materials in a base contract amount of \$135,435.35 in accordance with the requirements of the Local Public Contract Law, *N.J.S.A. 40A:11-1, et seq.*; and

**WHEREAS**, there is a Change Order No. 1 in the amount of +\$21,463.33 and Change Order was approved by the Township Council at a regular meeting held on September 23, 2024 by Resolution No. 2024-147; and

**WHEREAS**, DLS has submitted a 2-year maintenance bond #2347975MB in the amount of \$23,534.80.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that a final contract amount of \$156,898.68 be approved and Contract No. 2024-02 be closed out.

**BE IT FURTHER RESOLVED** that the Township Manager, the Municipal Clerk and any other officer as may be deemed appropriate are hereby authorized to execute Contract Close-Out for Contract No. 2024-02 on behalf of the Township.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

JENNIFER KIERNAN  
MUNICIPAL CLERK



October 29, 2024

Mr. Kevin O'Sullivan  
Assistant Township Manager  
Township of Verona  
600 Bloomfield Ave.  
Verona, New Jersey 07044

Re: Reconstruction of Douglas Place  
Township of Verona  
Our File No. VA-135

Dear Mr. O'Sullivan:

Enclosed please find Engineer's Estimate Certificate No. 2 Final and a voucher in the amount of \$3,137.97 for work performed by the contractor, DLS Contracting Inc. for the above referenced project.

Boswell Engineering takes no exception to the payment of \$3,137.97 for the work completed to date as outlined in Estimate No. 2 Final.

Also enclosed please find the 2-year Maintenance Bond #2347975MB in the amount of \$23,534.80 dated 9/16/2024.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Peter C. Ten Kate, P.E.

PCTK:jm

attachments

Cc: Kristine Gould, RMC, Confidential Assistant

Notice: Bills to be considered for payment must be presented to the Treasurer properly signed and certified on this form on or before DATE(S) ESTABLISHED BY TOWNSHIP

**Township of Verona**  
**600 Bloomfield Avenue, Suite 3**  
**Verona, NJ 07044**

To DLS Contracting, Inc.  
 Address 36 Montesano Road Date 10/21/2024  
 City & State Fairfield, NJ Zip Code 07006  
 Ordered by \_\_\_\_\_ Dept. \_\_\_\_\_ Order # \_\_\_\_\_

Note: All Bills Must Be Properly Certified Before Payment

Date of Delivery or Service	Itemized Description of Goods or Services Rendered	UNIT PRICE	DOLLARS CENTS	
	For Work Performed and Material Furnished in the Construction of:			
	Reconstruction of Douglas Place Township of Verona Essex County, New Jersey Our File No. VA-135 Estimate No. 2 Final Dated: 9/16/2024			
	Three Thousand One Hundred Thirty-Seven and .97/100 Dollars		\$	3,137 .97
		<b>TOTAL</b>	\$	3,137 .97

**Claimant's Certification and Declaration**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Date 10/24/24 Signature [Signature] Position Pay Manager

Space Below To Be Filled Out By Municipal Officials

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature \_\_\_\_\_ Title \_\_\_\_\_

APPROPRIATION OR ACCOUNT CHARGED		

Examined and approved for payment:

Commissioner

Director of Revenue and Finance

**Payment Record**

Date Paid  
Check No.

Account

BOSWELL ENGINEERING  
330 PHILLIPS AVENUE  
SOUTH HACKENSACK, NEW JERSEY 07606  
ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:  
RECONSTRUCTION OF DOUGLAS PLACE  
TOWNSHIP OF VERONA  
ESSEX COUNTY, NEW JERSEY  
OUR FILE NO. VA-135

Estimate Number: 2 Final

Period Ending: 9/16/2024

**Contractor:** DLS Contractng  
36 Montesano Road  
Fairfield, NJ 07006

Base Contract Amount:	\$135,435.35	Total Amount Estimated: \$	156,898.68
Less Reductions:		Less 2% Retainage:	
Plus Increases:	\$21,463.33	Total Net Amount Estimated: \$	156,898.68
Amended Contract Amount:	\$156,898.68	Less Amount Previously Paid: \$	153,760.71
Contract Starting Date:		Amount Due This Estimate: \$	3,137.97
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:

Time Used:

Percent Complete:

100%

Estimated By: Laura Callegari


Approved By:

Scott Goodman

FOR USE BY THE TOWNSHIP OF VERONA

Verified by:

\_\_\_\_\_  
(Business Administrator)

  
\_\_\_\_\_  
(Project Engineer)

Audited by:

\_\_\_\_\_  
(Chief Financial Officer)



**ESTIMATE CERTIFICATE**  
**FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:**  
**RECONSTRUCTION OF DOUGLAS PLACE**  
**TOWNSHIP OF VERONA**  
**ESSEX COUNTY, NEW JERSEY**  
**OUR FILE NO. VA-135**

Estimate Number: 2 Final

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
<b>BASE BID</b>										
1	Inlet Filter, Type 1	S.F.	\$ 0.01	150		0.00	0.00	0.00	\$ -	\$ -
2	Breakaway Barricade	UNIT	\$ 0.01	10		10.00	0.00	10.00	\$ 0.10	\$ -
3	Drum	UNIT	\$ 0.01	25		25.00	0.00	25.00	\$ 0.25	\$ -
4	Traffic Cone	UNIT	\$ 0.01	50		50.00	0.00	50.00	\$ 0.50	\$ -
5	Construction Signs	S.F.	\$ 0.01	200		200.00	0.00	200.00	\$ 2.00	\$ -
6	Allowance for Police Traffic Directors	Allowanc	\$ 15,000.00	1.00		0.23	0.00	0.23	\$ 3,431.70	\$ -
7	Asphalt Price Adjustment	Dollar	\$ 200.00	1.00		0.00	0.00	0.00	\$ -	\$ -
8	Fuel Price Adjustment	Dollar	\$ 100.00	1		0.00	0.00	0.00	\$ -	\$ -
9	Excavation, Test Pit	C.Y.	\$ 1.00	15		10.00	0.00	10.00	\$ 10.00	\$ -
10	HMA Milling, 3" Or Less	S.Y.	\$ 5.25	2,360		2,389.00	0.00	2,389.00	\$ 12,542.25	\$ -
11	Hot Mix Asphalt Pavement Repair	S.Y.	\$ 45.00	90		0.00	0.00	0.00	\$ -	\$ -
12	Hot Mix Asphalt 9.5M64 Surface Course	TON	\$ 110.00	345		302.95	0.00	302.95	\$ 33,324.50	\$ -
13	Tack Coat	Gallon	\$ 4.00	355		355.00	0.00	355.00	\$ 1,420.00	\$ -
14	Prime Coat	Gallon	\$ 1.00	25		0.00	0.00	0.00	\$ -	\$ -
15	Reset Existing Casting	UNIT	\$ 100.00	4		4.00	0.00	4.00	\$ 400.00	\$ -
16	Curb Piece	UNIT	\$ 400.00	5		4.00	0.00	4.00	\$ 1,600.00	\$ -
17	Inlet, Type B	UNIT	\$ 4,000.00	3		2.00	0.00	2.00	\$ 8,000.00	\$ -
18	Reconstructed Inlet, Type B, Using New Casting	UNIT	\$ 2,000.00	1		2.00	0.00	2.00	\$ 4,000.00	\$ -
19	Hot Mix Asphalt Driveway, 6" Thick	S.Y.	\$ 35.00	15		75.00	0.00	75.00	\$ 2,625.00	\$ -
20	Belgian Block Curb	L.F.	\$ 40.00	260		750.00	0.00	750.00	\$ 30,000.00	\$ -
21	14" Ductile Iron Sewer Pipe	L.F.	\$ 180.00	188		192.00	0.00	192.00	\$ 34,560.00	\$ -
22	Regulatory and Warning Sign	S.F.	\$ 60.00	13		12.50	0.00	12.50	\$ 750.00	\$ -
23	Borrow Topsoil	C.Y.	\$ 4.00	14		0.00	0.00	0.00	\$ -	\$ -
24	Topsoil Spreading, 5" Thick	S.Y.	\$ 1.00	70		155.00	0.00	155.00	\$ 155.00	\$ -
25	Fertilizing and Seeding, Type A-3	S.Y.	\$ 1.00	70.0		155.00	0.00	155.00	\$ 155.00	\$ -
26	Straw Mulching	S.Y.	\$ 1.00	70.0		155.00	0.00	155.00	\$ 155.00	\$ -
27	Reset Water Valve Box	UNIT	\$ 20.000	4.00		4.00	0.00	4.00	\$ 80.00	\$ -
28	Reset Gas Valve Box	UNIT	\$ 20.00	1.0		1.00	0.00	1.00	\$ 20.00	\$ -
29	6" Polyvinyl Chloride Sewer Pipe	L.F.	\$ 200.00	10		50.00	0.00	50.00	\$ 10,000.00	\$ -

**ESTIMATE CERTIFICATE**  
**FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:**  
**RECONSTRUCTION OF DOUGLAS PLACE**  
**TOWNSHIP OF VERONA**  
**ESSEX COUNTY, NEW JERSEY**  
**OUR FILE NO. VA-135**

**Estimate Number: 2 Final**

S1	ADA Curb Ramp	UNIT	\$5,500		2	2.00	0.00	2.00	\$ 11,000.00	\$ -
S2	Roadway "Stop" Thermoplastic	UNIT	\$350.00		2	2.00	0.00	2.00	\$ 700.00	\$ -
S3	6" White Traffic Stripes, Thermoplastic	S.F.	\$4.00		72	72.00	0.00	72.00	\$ 288.00	\$ -
S4	12" White Traffic Stripes, Thermoplastic	S.F.	\$7.50		14	14.00	0.00	14.00	\$ 105.00	\$ -
S5	24" White Traffic Stripes, Thermoplastic	S.F.	\$15.00		50	50.00	0.00	50.00	\$ 750.00	\$ -
S6	Asphalt Price Adjustment	L.S	\$797.29		1	1.00	0.00	1.00	\$ 797.29	\$ -
S7	Fuel Price Adjustment	L.S	\$27.09		1	1.00	0.00	1.00	\$ 27.09	\$ -
					<b>Total Base Bid</b>				\$ 156,898.68	\$ -

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we DLS Contracting Inc.  
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, as Surety, are held  
and firmly bound unto Township of Verona as Obligee, in  
the penal sum of TWENTY THREE THOUSAND FIVE HUNDRED THIRTY FOUR AND 80/100  
(\$ \$23,534.80) to which payment well and truly to be made we do bind ourselves, our and each of our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal entered into a contract with the Township of Verona  
dated / /  
for #2024-02 Reconstruction of Douglas Place

**WHEREAS**, the said contract provides that the principal will furnish a bond conditioned to guarantee for the  
period of TWO year(s) after approval of the final estimate on said job, by the owner, against all defects in  
workmanship and materials which may become apparent during said period, and


**WHEREAS**, the said contract has been completed, and was approved on 9/16/2024.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that, if the Principal shall indemnify  
the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship  
which become apparent during the period of TWO year(s) from and after 9/16/2024 then this  
obligation shall be void, otherwise to remain in full force and effect.

**SIGNED, SEALED AND DATED:** 10/24/2024



Attest:



Witness for Surety  
Ashley Grath

DLS Contracting Inc.

Principal

By:  (L.S.)

*Donata Salvatoriello President*

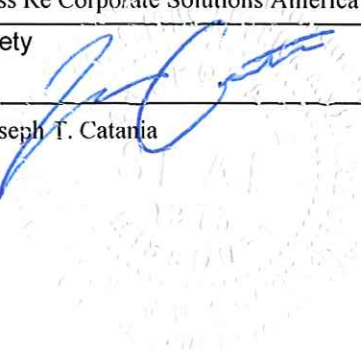
Swiss Re Corporate Solutions America Insurance Corporation

Surety

By: 

Joseph T. Catania

Attorney-in-Fact



**ACKNOWLEDGEMENT BY SURETY**

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 24 day of October, 2024, before me Mary L. Lawrence, a notary public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared Joseph T. Catania know to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



MARY L. LAWRENCE  
NOTARY PUBLIC - STATE OF NEW JERSEY  
Commission #50037749  
My Commission Expires May 06, 2026



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

RICHARD G. ANDERSON, JOSEPH T. CATANIA, GINA M. SEMONELLE, DENISE A. MEDLAR, AND MARY LAWRENCE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of October, 2024

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC





**Swiss Re**  
Corporate Solutions

Swiss Re Corporate Solutions America Insurance Corporation

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**  
Pursuant to N.J.S.A. 2A:44-143

Swiss Re Corporate Solutions America Insurance Corporation, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 OR R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Swiss Re Corporate Solutions America Insurance Corporation as determined in accordance with the applicable laws of this State, totals \$1,016,717,994 as of the calendar year ended December 31, 2022, which amount has been certified by KPMG LLP, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Swiss Re Corporate Solutions America Insurance Corporation has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on June 01, 2023 in the amount of \$95,164,000.
- 4) The amount of the bond to which this statement and certification is attached is \$ \$23,534.80.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

- (a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Swiss Reinsurance Company Ltd	1200 Main Street, Suite 800 Kansas City, MO 64105 (Administrative Address)	100%

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

**CERTIFICATE**

I, Erik Janssens, Senior Vice President for Swiss Re Corporate Solutions America Insurance Corporation, an insurance company domiciled in the State of Missouri, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are false, this bond is VOIDABLE.

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

By:   
Erik Janssens, Senior Vice President

Dated: JUNE 8, 2023

**SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION**  
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2023  
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS		LIABILITIES	
Cash	730,164,557	Reserve for Unearned Premiums	276,334,609
Bonds	1,444,904,017	Reserve for Losses and Loss Adjustment Expenses	776,256,136
Common Stock	300,203,129	Funds Withheld	150,819,630
Other Invested Assets	0	Taxes and Other Liabilities	811,407,215
Other Admitted Assets	745,946,601	Surplus	1,206,400,714
<b>TOTAL ADMITTED ASSETS</b>	<b>3,221,218,304</b>	<b>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</b>	<b>3,221,218,304</b>

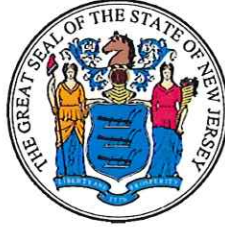
The undersigned, being duly sworn, says: That he is Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of Missouri and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2023.

  
\_\_\_\_\_  
Erik Janssens, Senior Vice President  
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,  
this 26th day of March, 2024

  
\_\_\_\_\_  
Notary Public





State of New Jersey  
Department of Banking and Insurance

**CERTIFICATE OF AUTHORITY**

Date: **May 02, 2024**

NAIC Company Code: **29874**

THIS IS TO CERTIFY THAT THE **SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2025, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 10 - Aircraft Physical Damage
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 18 - Livestock
- 19 - Smoke or Smudge
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 21 - Radioactive Comtamination
- 22 - Mechanical Breakdown/Power Failure
- 26 - Accident and Health
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability

- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage



**JUSTIN ZIMMERMAN**

**ACTING COMMISSIONER  
OF BANKING AND INSURANCE**

**COMPANY NAME: SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION NAIC  
COMPANY CODE: 29874**

**STATUTORY HOME ADDRESS:  
1200 MAIN STREET  
SUITE 800  
KANSAS CITY, MO 64105**

**SPECIAL CONDITIONS:**





# AIA Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond # 2347975

<b>PROJECT:</b> <i>(Name and address)</i> #2024-02 Reconstruction of Douglas Place	<b>ARCHITECT'S PROJECT NUMBER:</b> CONTRACT FOR: #2024-02 Reconstruction of Douglas Place	<b>OWNER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Township of Verona 600 Bloomfield Avenue Verona, NJ 07044	<b>CONTRACT DATED:</b> / /	<b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the *(Insert name and address of Surety)*

Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street  
Kansas City, MO 64105

, SURETY,

on bond of *(Insert name and address of Contractor)*

DLS Contracting Inc.  
36 Montesano Road  
Fairfield, NJ 07004

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to *(Insert name and address of Owner)*

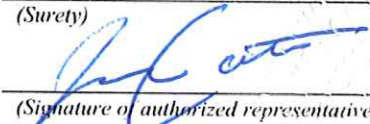
Township of Verona  
600 Bloomfield Avenue  
Verona, NJ 07044

, OWNER,


as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 10/24/2024  
*(Insert in writing the month followed by the numeric date and year.)*

Swiss Re Corporate Solutions America Insurance Corporation  
*(Surety)*

  
*(Signature of authorized representative)*

Joseph T. Catania, Attorney-in-fact  
*(Printed name and title)*

Attest:   
(Seal): Witness for Surety  
Ashley Grath

**ACKNOWLEDGEMENT BY SURETY**

STATE OF NEW JERSEY  
COUNTY OF BERGEN

On this 24 day of October, 2024, before me Mary L. Lawrence, a notary public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared Joseph T. Catania know to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



MARY L. LAWRENCE  
NOTARY PUBLIC - STATE OF NEW JERSEY  
Commission #50037749  
My Commission Expires May 06, 2026

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

RICHARD G. ANDERSON, JOSEPH T. CATANIA, GINA M. SEMONELLE, DENISE A. MEDLAR, AND MARY LAWRENCE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of October, 2024

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC




**SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION**  
 A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2023  
 (Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS		LIABILITIES	
Cash	730,164,557	Reserve for Unearned Premiums	276,334,609
Bonds	1,444,904,017	Reserve for Losses and Loss Adjustment Expenses	776,256,136
Common Stock	300,203,129	Funds Withheld	150,819,630
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Other Admitted Assets	745,946,601	Surplus	1,206,400,714
<b>TOTAL ADMITTED ASSETS</b>	<b>3,221,218,304</b>	<b>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</b>	<b>3,221,218,304</b>

The undersigned, being duly sworn, says: That he is Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of Missouri and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved, July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2023.

  
 Erik Janssens, Senior Vice President  
 Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,  
 this 26th day of March, 2024

  
 Notary Public





TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2024-

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**APPROVING CHANGE ORDER NO. 2 & CLOSE-OUT OF  
CONTRACT #2023-03 - RECONSTRUCTION OF BALSTON, WHITNEY  
AND WINDEMERE ROAD**

**WHEREAS**, Crossroads Construction and the Township of Verona have heretofore entered into an Agreement, more particularly known as Contract No. 2023-03 - "Reconstruction of Balston, Whitney and Windemere Road" for the furnishing of labor, equipment and materials in the amount of \$721,803.75, in accordance with the requirements of the Local Public Contract Law, *N.J.S.A. 40A:11-1, et seq.*; and

**WHEREAS**, the Township Council approved Resolution No. 2024-141 for Change Order #1 in the amount of -\$63,010.80; and

**WHEREAS**, Change Order No. 2 adjusts the bid quantities to the As-Built Quantities of the project in the amount of +1,985.00; and

**WHEREAS**, Boswell Engineering recommends approval of Change Order No. 2 and Final Close Out in the amount of \$660,775.95.

**WHEREAS**, the Township of Verona has released the submitted performance bond as Crossroads Construction has submitted a 2-year maintenance bond #FP0026172M in the amount of \$99,116.39.

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Contract Change No. 2, in the amount of +1,985.00, for a final contract amount of \$660,775.95 be approved and Contract No. 2023-03 be closed out.

**BE IT FURTHER RESOLVED** that the Township Manager, the Township Clerk and any other officer as may be deemed appropriate are hereby authorized to execute Contract Close-Out for Contract No. 2023-03 on behalf of the Township.

- ROLL CALL:**
- AYES:**
- NAYS:**
- ABSENT:**
- ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

# BOSWELL

Headquarters  
330 Phillips Avenue  
South Hackensack, NJ 07606

O 201 641 0770  
info@boswellengineering.com  
boswellengineering.com

October 21, 2024

Mr. Kevin O'Sullivan  
Deputy Township Administrator  
Township of Verona  
600 Bloomfield Ave.  
Verona, New Jersey 07044

Re: Reconstruction of Balston Drive, Windemere Road  
and Whitney Terrace  
Township of Verona  
Our File No. VA-109

Dear Mr. O'Sullivan:

Enclosed please find Engineer's Estimate Certificate No. 4 and Final and a voucher in the amount of \$15,160.82 for work performed by the contractor, Crossroads Paving for the above referenced project.

Also enclosed please find Change Order No. 2 in the amount of \$1,985.00 which reflects the as-built quantities.

Boswell Engineering takes no exception to the payment of \$15,160.82 for the work completed to date as outlined in Estimate No. 4 and Final and requests the approval of Change Order No. 2 in the amount of \$1,985.00.

Also please find for your files the 2-year Maintenance Bond No. FP0026172M in the amount of \$99,116.39 dated October 11, 2024.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Peter C. Ten Kate, P.E.

PCTK;jm

attachments

Cc: Kristine Gould, RMC, Confidential Assistant  
Crossroads Paving

Corporate Headquarters  
330 Phillips Avenue  
South Hackensack, NJ 07606  
O 201 641 0770

New York Capital Region Office  
799 Madison Avenue  
Albany, NY 12208  
O 518 436 6310

Hudson Valley Region Office  
82 Washington Street Suite 201  
Poughkeepsie, NY 12601  
O 914 682 5900

Western New Jersey Office  
180 Main Street P.O. Box 571  
Chester, NJ 07930  
O 908 879 6209

Central New Jersey Office  
17 Model Avenue  
Hopewell, NJ 08525  
O 609 466 0002

Notice: Bills to be considered for payment must be presented to the Treasurer properly signed and certified on this form on or before DATE(S) ESTABLISHED BY TOWNSHIP

**Township of Verona**  
**600 Bloomfield Avenue, Suite 3**  
**Verona, NJ 07044**


To Crossroads Paving Company  
 Address 386 South St. Suite 169 Date 10/9/2024  
 City & State Newark, NJ Zip Code 07105  
 Ordered by \_\_\_\_\_ Dept. \_\_\_\_\_ Order # \_\_\_\_\_

Note: All Bills Must Be Properly Certified Before Payment

Date of Delivery or Service	Itemized Description of Goods or Services Rendered	UNIT PRICE	DOLLARS	
			CENTS	
	For Work Performed and Material Furnished			
	in the Construction of:			
	Reconstruction of Balston Dr, Windemere Rd			
	and Whitney Terrace			
	Township of Verona			
	Essex County, New Jersey			
	Our File No. VA-109			
	Estimate No. 4 Final - Dated 9/26/2024			
	Fifteen Thousand One Hundred Sixty		\$ 15,160	.82
	and .82/100 Dollars			
		TOTAL	\$ 15,160	.82

**Claimant's Certification and Declaration**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Date 10/09/2024 Signature  Position Manager

Space Below To Be Filled Out By Municipal Officials

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature \_\_\_\_\_ Title \_\_\_\_\_

APPROPRIATION OR ACCOUNT CHARGED	Examined and approved for payment:
	Commissioner
	Director of Revenue and Finance
	Payment Record

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**  
**STATE AID PROJECTS**  
**CHANGE ORDER NUMBER 2 FINAL**  
**Division of Local Aid and Economic Development**

<b>Project</b>	RECONSTRUCTION OF BALSTON DRIVE, RECONSTRUCTION OF BALSTON DRIVE,
<b>Municipality</b>	TOWNSHIP OF VERONA
<b>County</b>	ESSEX COUNTY, NEW JERSEY
<b>Contractor</b>	Crossroads Paving Company

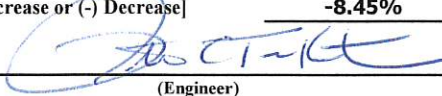
In accordance with the project Supplementary Specification, the following are changes in the contract.  
**Location and Reason for Change** (Attach additional sheets if required).  
 Within Project Limits - Reflect As-Built Quantities


Item No.	Description	Quantity (+/-)	Unit Price	Amount
16	Bicycle Safe Grate	2	\$400.00	\$800.00
17	Curb Piece	2	\$400.00	\$800.00
36	12" HDPE (Roof Drain Collection Pipe)	11	\$35.00	\$385.00


Amount of Original Contract	\$721,803.75
Adjusted Amount Based on	
Change Order No. 1	\$658,790.95
Change Order No. 2	\$660,775.95

Extra	\$1,985.00
Supplemental	\$0.00
Reduction	\$0.00
<b>Total Change</b>	<b>\$1,985.00</b>

% Change in Contract  
 [(+) Increase or (-) Decrease]           -8.45%          

           10/21/24            
 (Engineer) (Date)

 (Presiding Officer) (Date)

 (Contractor)           10/09/2024            
 (Date)

Approved: \_\_\_\_\_  
 (District Manager) (Date)  
 (Division of Local Aid and Economic Development)

BOSWELL ENGINEERING  
330 PHILLIPS AVENUE  
SOUTH HACKENSACK, NEW JERSEY 07606  
ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:  
RECONSTRUCTION OF BALSTON DRIVE,  
WINDEMERE ROAD AND WHITNEY TERRACE  
TOWNSHIP OF VERONA  
ESSEX COUNTY, NEW JERSEY  
OUR FILE NO. VA-109

Estimate Number: 4 Final  
Period Ending: 9/26/2024

**Contractor:** Crossroads Paving Company  
386 South St. Suite 169  
Newark, NJ 07105

Base Contract Amount:	\$721,803.75	Total Amount Estimated: \$	660,775.95
Less Reductions:	-\$61,027.80	Less 2% Retainage: \$	-
Plus Increases:		Total Net Amount Estimated: \$	660,775.95
Amended Contract Amount:	\$660,775.95	Less Amount Previously Paid: \$	645,615.13
Contract Starting Date:		Amount Due This Estimate: \$	15,160.82
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:  
Time Used:  
Percent Complete:

100.00%

Estimated By: Laura Callegari

Approved By: Scott Goodman

FOR USE BY THE TOWNSHIP OF VERONA

Verified by: \_\_\_\_\_  
(Business Administrator) (Project Engineer)

Audited by: \_\_\_\_\_  
(Chief Financial Officer)



**ESTIMATE CERTIFICATE**  
**FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:**  
**RECONSTRUCTION OF BALSTON DRIVE,**  
**WINDEMERE ROAD AND WHITNEY TERRACE**  
**TOWNSHIP OF VERONA**  
**ESSEX COUNTY, NEW JERSEY**  
**OUR FILE NO. VA-109**

Estimate Number: 4 Final

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
<b>BASE BID</b>										
1	Breakaway Barricade	UNIT	\$ 1.00	10		0.00	0.00	0.00	\$ -	\$ -
2	Drum	UNIT	\$ 1.00	25		25.00	0.00	25.00	\$ 25.00	\$ -
3	Traffic Cone	UNIT	\$ 1.00	50		50.00	0.00	50.00	\$ 50.00	\$ -
4	Construction Signs	S.F.	\$ 1.00	200		200.00	0.00	200.00	\$ 200.00	\$ -
5	Allowance for Police Traffic Directors	Allow.	\$ 10,000.00	1		0.00	0.00	0.00	\$ -	\$ -
6	Fuel Price Adjustment	Dollar	\$ 800.00	1.00		0.00	0.00	0.00	\$ -	\$ -
7	Asphalt Price Adjustment	Dollar	\$ 2,800.00	1.00		0.00	0.00	0.00	\$ -	\$ -
8	HMA Milling, 3" Or Less	S.Y.	\$ 4.00	11,330		9,812.80	0.00	9,812.80	\$ 39,251.20	\$ -
9	Hot Mix Asphalt Pavement Repair	S.Y.	\$ 40.00	385		0.00	0.00	0.00	\$ -	\$ -
10	Hot Mix Asphalt 9.5M64 Surface Course	TON	\$ 90.00	1,655		1,433.91	0.00	1,433.91	\$ 129,051.90	\$ -
11	Tack Coat	Gallon	\$ 7.00	1,705		620.00	0.00	620.00	\$ 4,340.00	\$ -
12	Prime Coat	Gallon	\$ 7.00	110		0.00	0.00	0.00	\$ -	\$ -
13	Reset Existing Casting	UNIT	\$ 300.00	27		38.00	0.00	38.00	\$ 11,400.00	\$ -
14	Reconstructed Inlet, Type B, Using New Casting	UNIT	\$ 1,300.00	9		3.00	0.00	3.00	\$ 3,900.00	\$ -
15	Reconstructed Inlet, Type B, Using Existing Casting	UNIT	\$ 300.00	6		0.00	0.00	0.00	\$ -	\$ -
16	Bicycle Safe Grate	UNIT	\$ 400.00	1		11.00	2.00	13.00	\$ 5,200.00	\$ 800.00
17	Curb Piece	UNIT	\$ 400.00	2		11.00	2.00	13.00	\$ 5,200.00	\$ 800.00
18	Concrete Driveway, 6" Thick	S.Y.	\$ 81.00	430		547.81	0.00	547.81	\$ 44,372.61	\$ -
19	Concrete Sidewalk, 4" Thick	S.Y.	\$ 72.00	360		542.20	0.00	542.20	\$ 39,038.40	\$ -
20	Detectable Warning Surface	S.Y.	\$ 250.00	9		10.80	0.00	10.80	\$ 2,700.00	\$ -
21	9" x 18" Concrete Vertical Curb	L.F.	\$ 35.00	140		152.50	0.00	152.50	\$ 5,337.50	\$ -
22	Belgian Block Curb	L.F.	\$ 35.00	5,855		5,545.00	0.00	5,545.00	\$ 194,075.00	\$ -
23	Traffic Markings Lines, 6"	L.F.	\$ 2.50	645		608.00	0.00	608.00	\$ 1,520.00	\$ -
24	Traffic Markings Lines, 12"	L.F.	\$ 5.00	75		336.00	0.00	336.00	\$ 1,680.00	\$ -
25	Traffic Markings Symbols	S.F.	\$ 10.00	150.0		240.00	0.00	240.00	\$ 2,400.00	\$ -
26	Regulatory and Warning Sign	S.F.	\$ 45.00	31.3		31.30	0.00	31.30	\$ 1,408.50	\$ -
27	Reset Water Valve Box	UNIT	\$ 25.000	12.00		12.00	0.00	12.00	\$ 300.00	\$ -
28	Reset Gas Valve Box	UNIT	\$ 25.00	3.0		3.00	0.00	3.00	\$ 75.00	\$ -
29	Borrow Topsoil	C.Y.	\$ 10.00	260		260.00	0.00	260.00	\$ 2,600.00	\$ -
30	Topsoil Spreading, 5" Thick	S.Y.	\$ 3.00	1,285		1,285.00	0.00	1,285.00	\$ 3,855.00	\$ -
31	Fertilizing and Seeding, Type A-3	S.Y.	\$ 1.00	1,285		1,285.00	0.00	1,285.00	\$ 1,285.00	\$ -
32	Straw Mulching	S.Y.	\$ 1.00	1,285		1,285.00	0.00	1,285.00	\$ 1,285.00	\$ -
33	Inlet Filter, Type 1	S.F.	\$ 1.00	375		0.00	0.00	0.00	\$ -	\$ -
34	Reset Brick Paver Sidewalk	S.Y.	\$ 100.00	10		10.00	0.00	10.00	\$ 1,000.00	\$ -
35	3"-6" Roof Drain and Connection	L.F.	\$ 70.00	500		328.00	0.00	328.00	\$ 22,960.00	\$ -
36	12" HDPE (Roof Drain Collection Pipe)	L.F.	\$ 35.00	3,485		3,420.00	11.00	3,431.00	\$ 120,085.00	\$ 385.00
37	Tree Removal, Over 6" to 12" Diameter	UNIT	\$ 350.00	5		5.00	0.00	5.00	\$ 1,750.00	\$ -
38	Tree Removal, Over 12" to 24" Diameter	UNIT	\$ 875.00	15		15.00	0.00	15.00	\$ 13,125.00	\$ -
39	Tree Removal, Over 24" to 36" Diameter	UNIT	\$ 2,400.00	1		1.00	0.00	1.00	\$ 2,400.00	\$ -

ESTIMATE CERTIFICATE  
 FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:  
**RECONSTRUCTION OF BALSTON DRIVE,  
 WINDEMERE ROAD AND WHITNEY TERRACE  
 TOWNSHIP OF VERONA  
 ESSEX COUNTY, NEW JERSEY  
 OUR FILE NO. VA-109**

Estimate Number: 4 Final

S1	8" White Traffic Stripes,	UNIT	\$ 3.60			121.00	0.00	121.00	\$ 435.60	\$ -
S2	12" White Traffic Stripes,	UNIT	\$ 10.80			238.00	0.00	238.00	\$ 2,570.40	\$ -
S3	Fuel Price Adjustment	L.S	\$ (2,471.85)			1.00	0.00	1.00	\$ (2,471.85)	\$ -
S4	Asphalt Price Adjustment	L.S	\$ (1,628.31)			1.00	0.00	1.00	\$ (1,628.31)	\$ -
<b>TOTAL BASE BID</b>									\$ 660,775.95	\$ 1,985.00

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2024-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL  
GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER  
FOR BEQUESTS OF MEDICAL TRANSPORT BUS TRUST FUND**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenue received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and,

**WHEREAS**, N.J.S.A 40A:5-29 allows municipalities to accept bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of the bequests, legacy or gift, provided, however, that such bequest, legacy or gift shall not be put to any use which is inconsistent with the laws of this State and the United States.

**WHEREAS**, as per N.J.S.A 40A:5-29, the donations received are to provide for the Medical Transport Bus service and operating costs to administer this act, and

**WHEREAS**, N.J.S.A. 40A:4-39 provides the dedication of funds collected as Medical Transport Bus Trust Fund and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirements:

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council, of the Township of Verona, County of Essex, State of New Jersey as follows (passage requires passage by a majority of the full membership):

1. The Council does hereby request permission of the Director of the Local Government Services to pay expenditures for purchasing the Medical Transport Bus under N.J.S.A 40A:4-39
2. The Township Clerk of Township of Verona, County of Essex, State of New Jersey is hereby directed to forward two certified copies of this resolution, with the votes indicated, to the Director of the Division of Local Government Services for approval.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

**JENNIFER KIERNAN, RMC, CMC**



**MUNICIPAL CLERK**

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2024-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**AUTHORIZING AN INCREASE TO THE PROFESSIONAL SERVICES  
CONTRACT WITH JACOBS ENGINEERING**

**WHEREAS**, the Township Council adopted Resolution No. 2023-192 appointing Jacobs Engineering Jacobs Engineering Group Inc., Water Business Group, 412 Mt Kemble Avenue, Morristown, New Jersey for PFAS removal at the Linn Drive and Fairview Avenue Well sites for preliminary design for the PFAS Water Treatment at Linn Drive and Fairview Avenue Potable Water Well Sites Projects; and

**WHEREAS**, the Township Manager has determined that the contract with Jacobs Engineering Group, Inc. requires amending to incorporate further scopes of services including professional services during construction; and

**WHEREAS**, the Local Public Contracts Law (*N.J.S.A. 40A:11-5(a)(1)(i)*) permits contracts for professional services to be negotiated and awarded by the governing body without public advertising for bids and requires that the resolution authorizing the award of a contract for professional services without competitive bids and the contract itself be available for public inspection; and

**WHEREAS**, the Administration has determined and certified in writing that the value of the service will exceed \$17,500; and,

**WHEREAS**, Jacobs Engineering Group Inc., Water Business Group, with offices at 412 Mt Kemble Avenue, Morristown, New Jersey (hereinafter "Jacobs") has submitted the attached proposal for additional professional services at a cost not-to-exceed \$47,000; and,

**WHEREAS**, the Township Council adopted Bond ordinance No. 2021-24 at a regular meeting on August 31, 2021 for the preliminary planning expenses for PFAS removal at the Fairview Avenue and Linn Drive wells to fund the costs associated with this project; and

**WHEREAS**, Jacobs has completed and submitted a Business Entity Disclosure Certification which certifies that Jacobs has not made any reportable contributions to a political or candidate committee in the Township of Verona in the previous one year, and that the contract will prohibit the Jacobs from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Verona, that a contract is amended with Jacobs for Professional Services for the project for PFAS removal at the Linn Drive and Fairview Avenue Well Sites in an amount not-to-exceed \$47,000 subject to the following:

1. The award of this contract is subject to finalization of the contract terms to be drafted and approved by the Township Attorney.
2. The contract and any contract amendments which may become necessary shall be subject to the Township's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the Township Council.
3. The Council hereby authorizes the Township Manager, or his designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The Township is in receipt of the Stockholder Disclosure form, Contribution Disclosure form, Certificate of Employee Information Report, Business Registration Certificate, and Certificate of Insurance.
5. The Township Manager, or his designee, is hereby authorized to execute an agreement as outlined herein with:

Jacobs Engineering Group Inc., Water Business Group  
412 Mt Kemble Avenue, Morristown, New Jersey

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

August 16, 2024

Kevin O'Sullivan, P.E.  
Deputy Township Manager  
Township of Verona  
Municipal Building  
600 Bloomfield Avenue  
Verona, New Jersey 07044

**Reference:** Amendment #4 for Additional Professional Services for the PFAS Water Treatment at the Linn Drive and Fairview Avenue Potable Water Well Sites Project

Dear Mr. O'Sullivan,

This proposal is for additional design and bidding services as associated with the PFAS Water Treatment at the Fairview Ave Well Station Project. A description of additional scope of work and the associated fee are provided below.

## 1. Scope of Work

1. Fairview Ave SESC Design and Permitting. This includes design and SESC permitting assistance associated with the Soil Erosion and Sediment Control (SESC) Permit for the Fairview Ave Upgrades. This permit became necessary when the building configuration was changed during design and the area of disturbance increased beyond the 5,000 square foot threshold. Services include development of SESC plans and details, site plan modifications, preparation and submission of SESC application, response to comments and coordination with Hudson Essex Passaic Soil Conservation District (HEPSCD). Estimated Hours = 56; Expenses = \$228; Fee = \$9,199.
2. Addition of Rinse Water Tank and Fairview Ave Design Modifications. Estimated Hours = 192; Fee = \$31,367. This included the following activities:
  - a. Additional detailing of process mechanical piping.
  - b. Detailing of tank connections and instrumentation.
  - c. Revision to the site layout.
  - d. Structural calculations and detailing of the tank pad.
  - e. Revision of geotechnical recommendations to accommodate additional pad loadings near the proposed building. Revisions to the geotechnical report to include these additional loadings.
  - f. Additional specifications to capture the rinsewater tank, tank appurtenances, and instrumentation.
  - g. Revisions to the P&IDs to include the rinsewater tank.
3. Fairview Ave Green Acres Support. This includes additional effort for miscellaneous correspondence and meetings, coordination, response to questions, and development of supporting documentation associated with obtaining NJDEP approval for constructing the Fairview project on Verona's property which is regulated under NJDEP's Green Acres Program. Estimated Hours = 41; Fee = \$6,934.



Mr. Kevin O'Sullivan  
August 16, 2024

**Fee**

Jacobs will complete these additional services for a Not-to-Exceed Fee of \$47,500 as an amendment to the Agreement For Professional Services between Jacobs Engineering Group, Inc and Township of Verona, New Jersey dated June 23, 2022. Terms and conditions are as detailed in the Agreement. This amendment will change the total contract amount from \$891,317 to \$938,817.

Should you have any questions regarding this submittal, please feel free to contact Josh Hutson at 551-265-5548 or [Joshua.hutson@jacobs.com](mailto:Joshua.hutson@jacobs.com)

Sincerely,

Jacobs Engineering Group, Inc.

A handwritten signature in black ink that reads "Russell Ford".

Russell Ford, PhD, PE, BCEE  
Project Director

cc: Joseph D'Arco, Township of Verona  
Josh Hutson, Jacobs

**AMENDMENT No.4**

The Agreement (“Agreement”) dated June 23, 2022 between Jacobs Engineering Group Inc. (“Consultant”) and Township of Verona, New Jersey (“Client”) is hereby amended this \_\_\_\_\_ day of \_\_\_\_\_ 2024, as follows:

**ARTICLE 1 AND 2**

The Agreement will incorporate the additional scope of services and associated compensation as detailed in the proposal entitled Amendment No.4 for Additional Professional Services for the PFAS Water Treatment at the Linn Drive and Fairview Avenue Potable Water Well Sites Project, dated August 16, 2024 (attached).

All other terms and conditions of the Contract will remain in full force and effect.

Jacobs Engineering Group Inc.

Township of Verona

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2024-

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**AUTHORIZING A CONTRACT WITH E&M O'HARA ELECTRIC**

**WHEREAS**, the Township is periodically in need of electrical services; and

**WHEREAS**, the Qualified Purchasing Agent has determined that the value of said services has exceeded \$17,500.00; and

**WHEREAS**, funds are available to award contracts for the services listed shall be charged to any budget account determined by the CFO to be applicable; and

**WHEREAS**, the award of the contract to E&M O'Hara Electric, Inc., is being made pursuant to *N.J.S.A. 19:44A-20.5* and the Business Entity Disclosure Certification and Political Contribution Disclosure Form completed by E&M O'Hara Electric, Inc., have been filed with the Township and are annexed to this Resolution; and

**THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that E&M O'Hara Electric, Inc. located at 144 Main Street, West Orange, New Jersey 07052 is hereby awarded a contract for providing various electrical services not to exceed \$25,000; and

**BE IT FURTHER RESOLVED** that this contract is being awarded pursuant to *N.J.S.A. 19:44A-20.5*.

**BE IT FURTHER RESOLVED** that the Township Manager and the Municipal Clerk are hereby authorized to enter into any agreement necessary for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOEMBER 12, 2024.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY  
VENDOR INFORMATION SHEET

COMPANY NAME: E & M O'Hara, Inc

ADDRESS: 144 Main St, West Orange, NJ 07052

PHONE NUMBER: 973-325-3626

FAX NUMBER: 973-325-1305

FEDERAL I.D. NUMBER: 22-1733769

NAME OF PERSON PREPARING BID: Edward G O'Hara

PHONE NUMBER: 973-325-3626 EXT. \_\_\_\_\_

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: Edward G O'Hara

ADDRESS: 144 Main St, West Orange, NJ 07052

PHONE: 973-325-3626 FAX NUMBER: 973-325-1305

E-MAIL ADDRESS: edgohara@verizon.net

PROJECT COORDINATOR

COMPANY NAME: E & M O'Hara, Inc

ADDRESS: 144 Main St, West Orange, NJ 07052

PHONE NUMBER: 973-325-3626

CELL PHONE NUMBER: 973-766-6002

FAX NUMBER: 973-325-1305

PERSON TO CONTACT: Edward O'Hara

EMAIL ADDRESS: edgohara@verizon.net



**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 N.J.S.A. 19:44A-20.8

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that E & M O'Hara, Inc (company name) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding Jan 1, 2022 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Verona or the respective Essex County political parties listed below pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<b>Essex County:</b>	<b>Verona Township Council:</b>
<i>County Democratic Committee</i>	<i>Mayor Dr. Christopher Tamburro</i>
<i>County Republican Committee</i>	<i>Deputy Mayor Jack McEvoy</i>
<i>Commissioner Patricia Sebold</i>	<i>Councilman Alex Roman</i>
<i>Commissioner Wayne L. Richardson</i>	<i>Councilwoman Christine McGrath</i>
<i>Commissioner Romaine Graham</i>	<i>Councilwoman Cynthia Holland</i>
<i>Commissioner Brendan W. Gill</i>	
<i>Commissioner Leonard Luciano</i>	
<i>County Executive Joseph DiVincenzo</i>	
<i>County Clerk Christopher Durkin</i>	
<i>County Surrogate Alturric Kenney</i>	
<i>County Sheriff Armando B. Fontauro</i>	
<i>County Register of Deeds Juan M. Rivera, Jr.</i>	

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation

July 2024

and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: E & M O'Hara, Inc  
Signature of Affiant: *Kelly A Daly* Title: Treasurer  
Printed Name of Affiant: Kelly A Daly Date: 11/1/24

(Notary Stamp/Seal)

Subscribed and sworn before me this  
1<sup>st</sup> day of November, 2024.

*Brendan Hunt*  
Notary Public

Commission Expires: September 11, 2029

**Brendan A Hunt**  
Commission#: 50225275  
Notary Public, State of New Jersey  
My Commission Expires: September 11, 2029

**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY**  
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 N.J.S.A. 19:44A-20.26

*This form or its permitted facsimile must be submitted to the local unit  
 No later than 10 days prior to the award of the contract.*

**Part I - Vendor Information**

Vendor Name:	E & M O'Hara, Inc		
Address:	144 Main St		
City:	West Orange	State: NJ	Zip: 07052

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	<b>Kelly A Daly</b>	<b>Treasurer</b>
Signature	Printed Name	Title

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Check here if the information is continued on subsequent page(s)

**STATEMENT OF OWNERSHIP  
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**  
*Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)*

**PART III**

**Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this  
1<sup>st</sup> day of November, 2024.

Brandon Kent  
Notary Public

Commission Expires: September 11, 2029  
(Notary Stamp/Seal)

Kelly A Daly  
Affiant Signature

Kelly A Daly, Treasurer  
Affiant Name and Title

(Corporate Seal, if appropriate)

**Brandon A Kent**  
Commission#: 58225275  
Notary Public, State of New Jersey  
My Commission Expires: September 11, 2029

**END OF STATEMENT OF OWNERSHIP**

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2024-

A motion was made by ; seconded by that the following resolution be adopted:

**AUTHORIZING A CONTRACT WITH FORD MOTOR CREDIT.**

**WHEREAS**, the Township requires two (2) mason dump trucks for the Department of Public Works; and

**WHEREAS**, Ford Motor Company designs F550 mason dump trucks and is contacted under the State ESCNJ-Co-op; and

**WHEREAS**, the cost of this purchase shall not exceed the total amount of \$12,000.00 and shall be charged to various budget line items at the discretion of the CFO.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township of Verona, County of Essex and the State of New Jersey, as follows:

1. The Council hereby authorizes the Township Manager, or his designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
2. The services requested shall not exceed \$12,000 and no services or materials shall be requested without a certification of funds.
3. This resolution and the contract will be on file and available for public inspection at the office of the Municipal Clerk.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSNET:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

MAYOR  
CHRISTOPHER H. TAMBURRO  
DEPUTY MAYOR  
JACK McEVOY  
COUNCILMEMBERS  
ALEX ROMAN  
CHRISTINE McGRATH  
CYNTHIA L. M. HOLLAND

**TOWNSHIP OF VERONA**  
COUNTY OF ESSEX, NEW JERSEY



TOWNSHIP MANAGER  
JOSEPH O. D'ARCO  
TOWNSHIP CLERK  
JENNIFER KIERNAN  
TOWNSHIP ATTORNEY  
BRIAN J. ALOIA, ESQ.

VERONA COMMUNITY CENTER  
880 BLOOMFIELD AVENUE  
VERONA, NEW JERSEY 07044

MUNICIPAL BUILDING  
600 BLOOMFIELD AVENUE  
VERONA, NEW JERSEY 07044  
(973) 239-3220  
WWW.VERONANJ.ORG

DEPARTMENT OF PUBLIC WORKS  
10 COMMERCE COURT  
VERONA, NEW JERSEY 07044

October 30, 2024

Re: Report on DPW Fleet from  
Deputy Township Manager

Manager D'Arco,

As you are aware, Administration and Finance are faced with the challenge of two vehicle failures within the Department of Public Works. The 2024 end-of-year budget limitations coupled with the upcoming 2025 budget (not scheduled until 2025Q1 and 2025Q2) are diametrically opposed to the DPW's present need and impending winter season.

Please let the following memo serve as a summary of the Public Works fleet of vehicles, current needs and the recommendation.

**Existing Fleet**

Mason Dump Trucks		
ID	Make & Model	Year
415	Ford F450	2002
402	Ford F350	2006
8	Ford F350	2011
403	Ford F450	2012
40	Ford F450	2012
49	Ford F450	2014

Utility Pick-Up Trucks		
ID	Make & Model	Year
401	Ford F350	2011
409	Ford F350	2012
6	Ford F350	2013
48	Ford F350	2015
409	Ford F350	2017
411	Ford F350	2017

Pick-Up Trucks		
ID	Make & Model	Year
414	Ford F350	2009
401	Ford F350	2011
409	Ford F350	2012
6	Ford F350	2013
48	Ford F350	2015
405	Ford F350	2017
411	Ford F350	2017

Salters		
ID	Make & Model	Year
404	International	2006
45	International	2007
406	International	2007
407	International	2009
46	International	2014

Misc.		
ID	Make & Model	Year
408	J. Deer Loader	2007
410	Backhoe	2015
35g		2017
	Ravo Sweeper	2017

The existing fleet is aged and in need of reinvestment. The oldest truck is 22 years old (2002) while the average vehicle is approximately 12 years old (2012). The salters are 10-18 years old (2006-2014) but in good shape due to targeted use in winter months only and clearly defined post-storm clean-up regiments.

New vehicles will be cycled into the Public Works fleet through the annual budget processes. During the 2024 budget discussions, the vehicle replacement plan was discussed and targeted for a 2025 launch. The target will be to replace the oldest vehicles first and continue with new vehicles over a 4-5 year duration in which 3-5 vehicles are replaced annually. The vehicle replacement schedule will normalize over time and with more deliberative planning. Ultimately, 1-2 vehicles will be targeted on an annual basis.

### **Current Hardship**

Truck 415 (2002 Ford F450 Mason Dump) is currently inoperable and requires a motor rebuild. The estimated cost is \$9,000-\$12,000. Truck 415 is the oldest truck in the fleet and the need for significant repairs will continue for the remainder of its service. The cost to repair outweighs the remaining benefit and usefulness of the truck.

Truck 402 (2006 Ford F350 Mason Dump) has a rusted subframe and chassis which has failed and collapsed. The vehicle is currently inoperable. The repair cost for the subframe is estimated at \$12,000-\$15,000. If placed back in service, the vehicle remains 18 years old and is likely to incur regular maintenance and repair needs for the remainder of its service.

Truck 8 (2011 Ford F350 Mason Dump) has a transmission which is failing. The vehicle is operable and remains in service. However, Truck 8 but will be a priority replacement in 2025.

Trucks 403, 40, 15 and 10 are the next oldest trucks which will be scheduled for replacement in the next 1-2 years.

### **Current Snow Operation**

The Public Works Department deploys all trucks and salters during each snow event. Each section in town receives one salter plus three additional trucks. Two trucks cover Linn Drive, White Rock Road and miscellaneous municipal properties. Another two trucks are generally assigned to clearing school properties. The remaining trucks are assigned to dead ends, cleanup of intersections and the remaining municipal properties.

Truck 415 is currently assigned to the school zone and Truck 402 is assigned to the Oak Ridge zone. Both vehicles are inoperable. The current fleet cannot support reassignment into these zones without detriment to another zone.

### **Financial Considerations**

The capital fund has been used for miscellaneous capital bond issuances over the course of the year and cannot support a bond issuance for replacement trucks until the capital fund is programmed through the 2025 budget process. The remaining operating budget does not adequately fund the outright purchase of replacement trucks.

The 2024 operating budget can adequately handle lease payments for replacement vehicles for the remainder of the 2024 year. The remaining lease balance would be bonded in 2025 capital plans. Upon final payment, the Township retains ownership of the trucks for \$1.

### **Recommendations**

Finance and administration acknowledge the importance of providing safe, passable roads during and immediately after snow events. This core service is essential for first responders, residents, businesses and visitors. This service can only be reliably provided through the replacement of the two vehicles currently out of service.

After thorough research, two 2024 Ford F-550 vehicles were located through the Educational Services Commission of New Jersey Cooperative System (ESCNJ). The vehicles meet the specifications of the ESCNJ bids and the needs of the Verona DPW. Ford Financial, in cooperation with the Township and understanding the needs of the Township, has established a monthly lease plan with the ability for early pay-off with no penalty.

Presently, administration recommends the execution of an agreement with Ford Financial for the lease of two 2024 Ford F-550. I will respectfully ask the Clerk to coordinate availability of the Mayor and Council for the purposes of a short special meeting to advance the same.

The 2025 vehicle needs for the Department of Public Works will be presented during upcoming budget discussions.

I kindly ask that you reach out to me directly should you have any questions or concerns on any of the above items.

Regards,  
*Kevin O'Sullivan*  
Deputy Township Manager



TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2024-

A motion was made by ; seconded by that the following resolution be adopted:

**AUTHORIZING A CONTRACT WITH STARFIRE CORPORATION**

**WHEREAS**, the Department of Community Services' Division of Recreation annually schedules the Township's fireworks display for the Fourth of July celebration; and

**WHEREAS**, the Qualified Purchasing Agent has determined that the value of said services will exceed \$17,500.00; and

**WHEREAS**, expenditures not to exceed \$19,000.00 shall be charged to Budget Account No. 4-01-28-374-224 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds have been contingently certified by the Chief Financial Officer of the Township; and

**WHEREAS**, the award of the contract to Starfire Corporation is being made pursuant to N.J.S.A. 19:44A-20.5 and the Business Entity Disclosure Certification and Political Contribution Disclosure Form completed by Starfire Corporation have been filed with the Township and are annexed to this Resolution.

**THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Starfire Corporation, 566 Theatre Road, PO Box 179, St. Benedict, PA 15773 is hereby awarded a contract for providing fireworks display services not to exceed \$19,000 without further authorization of the Governing Body.

**BE IT FURTHER RESOLVED** that the Township Manager and the Municipal Clerk are hereby authorized to enter into any agreement necessary for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

**ROLL CALL:**

**AYES:** Holland, Tamburro, McEvoy, McGrath, Roman

**NAYS:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON JUNE 12, 2023.**

*Jennifer Kiernan*  
JENNIFER KIERNAN  
MUNICIPAL CLERK




**PAY TO PLAY  
POLITICAL CONTRIBUTION DISCLOSURE**

Starfire Corporation  
\_\_\_\_\_

*Company Name*

<i>Required by Township of Verona</i>	<i>Item</i>	<i>Page</i>	<i>Initial each entry, and submit the required form if the box contains an <input checked="" type="checkbox"/></i>
<input type="checkbox"/>	Document Checklist - COMPLETE	2	
<input type="checkbox"/>	Vendor Information Sheet - COMPLETE	2	
<input checked="" type="checkbox"/>	Business Registration Certificate - READ AND SUBMIT	3	
<input type="checkbox"/>	Business Entity Disclosure Certification - SIGN AND NOTARIZE	4-5	
<input type="checkbox"/>	Political Contribution Disclosure Certification Form - SIGN	6-7	
<input type="checkbox"/>	Ownership Disclosure Certification Form - SIGN AND NOTARIZE	8-11	

Corporate Name: Starfire Corporation

Signature:  Date: 5/10/2024

Print Name: Audrey Jean Terrizzi Title: President

**RETURN COMPLETED FORMS TO:**  
Office of the Municipal Clerk  
Township of Verona  
600 Bloomfield Avenue  
Verona, New Jersey 07044

JKiernan@VeronaNJ.org

**Pursuant to P.L. 2023, c. 20, businesses receiving contracts must submit these forms to the municipality no later than ten (10) days PRIOR to the contract being awarded.**

**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 N.J.S.A. 19:44A-20.8

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Starfire Corporation (company name) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding Jan 1, 2022 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Verona or the respective Essex County political parties listed below pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<b>State of New Jersey:</b>	<b>Essex County (continued):</b>
Governor Philip Murphy	County Surrogate Alturrick Kenney
US Senator Robert Menendez	County Sheriff Armando B. Fontauro
US Senator Corey Booker	County Register of Deeds Juan M. Rivera, Jr.
Congressman Donald M. Payne, Jr. – District 10	
State Senator Kristin M. Corrado – District 40	<b>Verona Township Council:</b>
Assemblyman Christopher P. DePhillips – District 40	Mayor Dr. Christopher Tamburro
Assemblyman Kevin J. Rooney – District 40	Deputy Mayor Jack McEvoy
	Councilman Alex Roman
<b>Essex County:</b>	Councilwoman Christine McGrath
County Democratic Committee	Councilwoman Cynthia Holland
County Republican Committee	
Commissioner Patricia Sebold	<b>Verona Township Board of Education:</b>
Commissioner Wayne L. Richardson	Parnela Priscoe
Commissioner Romaine Graham	Denise Verzella
Commissioner Brendan W. Gill	Diana Ferrera
Commissioner Leonard Luciano	Christopher Wacha
County Executive Joseph DiVincenzo	Michael Boone
County Clerk Christopher Durkin	

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation

and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Starfire Corporation

Signature of Affiant: *Audrey Jean Terrizzi* Title: President

Printed Name of Affiant: Audrey Jean Terrizzi Date: May 10, 2024

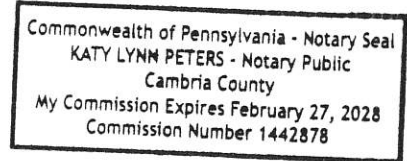
(Notary Stamp/Seal)

Subscribed and sworn before me this

10 day of May, 2024.

*Katy Lynn Peters*  
Notary Public

Commission Expires: February 27, 2028



**STATEMENT OF OWNERSHIP  
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

*Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)*

**PART III**

**Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this  
10 day of May, 2024.

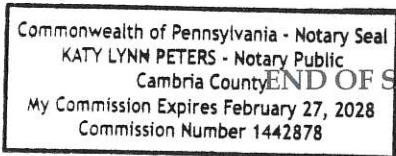
Katy Lynn Peters  
Notary Public

Audrey Jean Terrizzi  
Affiant Signature

Audrey Jean Terrizzi President  
Affiant Name and Title

Commission Expires: February 27, 2028  
(Notary Stamp/Seal)

(Corporate Seal, if appropriate)



END OF STATEMENT OF OWNERSHIP



566 Theatre Rd. PO Box 179, St. Benedict, PA 15773 / 814-344-9200 / 800-806-4486 / www.starfirecorporation.com

## FIREWORKS DISPLAY CONTRACT

**Customer:** Verona Township  
**Display Date/Time:** June 28, 2024 / 9:30 PM  
**Display Site:** Veterans Field-34 Linn Drive, Verona  
**Company Contract No.:** 2024-265

This Contract made by and between Starfire, whose address is 566 Theatre Rd. St. Benedict, Pa (hereinafter "**Company**"); Verona Township whose address is 880 Bloomfield Avenue, Verona, NJ 07044 (hereinafter "**Customer**") (collectively the "**Parties**" and individually each a "**Party**") is made effective as of January 9, 2024. ("**Effective Date**")

**WHEREAS** Company designs, produces, and conducts fireworks displays; and

**WHEREAS** Customer wishes to engage Company for the design, production, and performance of a fireworks display on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the terms, conditions, and covenants set forth herein, the Parties hereby mutually agree as follows, each intending to be legally bound:

### 1. Fireworks Display:

- A. On the Display Date at the Display Site, Company shall provide fireworks and related equipment referred to as the "**Display**."
- B. Start and Stop Times: The start times are best estimates depending upon location and other reasonable variables. Start and stop time may also be determined by the governmental authorities having jurisdiction over the display. The Company Pyrotechnician in Charge has the authority to delay or may at any time temporarily discontinue the discharge of fireworks for any reason.
- C. Company shall designate a pyrotechnician to be its "**Pyrotechnician in Charge**" who is trained to present the Display.
- D. Alternate Date: (if mutually agreed to by the Parties): June

### 2. Costs and Payments:

	Display Price	\$19,000
A. Payment Due at Contract Signing		\$9,500
B. Payment Due 30 Days Prior to Display Date		\$9,500

C. Additional Costs. Company reserves the right to invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third-party shipping costs), and additional permitting fees to Company after the Display Date.

3. **Postponement/Rescheduling:** Any request made by Customer for rescheduling/canceling shall be directed to [HELP@starfirecorporation.com](mailto:HELP@starfirecorporation.com) or by phone **800-806-4486**.

A. If the Display is postponed/rescheduled (1) by reason of inclement weather, (2) determination by the governmental authority having jurisdiction, (3) as the result of any unsafe condition in the sole discretion of Company, or (4) for any other reason beyond the control of Company, the Display shall be re-scheduled to the Alternate Date set forth above. If no Alternate Date is set or Alternate Date is Cancelled, the Customer has to reschedule within 6 months of the original Display Date.

B. **Postponement/Rescheduling Fee.** In the event a postponement/rescheduling is necessary a postponement/rescheduling fee will be based on the table below.

Description	% Of Fireworks Display Price	Additional Costs
If notified before 12:01 AM on Display date	10%	Any 3 <sup>rd</sup> Party Vendor Expenses
If notified after 12:01 AM on Display date	15%	Any 3 <sup>rd</sup> Party Vendor Expenses
Once Starfire arrives on site	20%	Any 3 <sup>rd</sup> Party Vendor Expenses

4. **Customer Responsibilities:**

A. Customer is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display. Customer is responsible for any additional marine costs, barge rentals and movement of barges, and corresponding costs and fees; city permit/escort fees; County /State/PD/FD/FM fees; local, town permit fees, and any related costs or fees. Customer shall also be responsible for all costs associated with its Security and Safety obligation set forth in Article 5.

B. Customer's Designated Agent: Customer shall designate a Customer's Agent ("Agent") to whom all questions and inquiries shall be relayed. Agent shall be the only individual authorized to make decisions on behalf of Customer or to request rescheduling of the Display. Company shall have the right to rely upon and act in accordance with the directions and decisions made by Agent. Furthermore, Customer shall indemnify, defend, and hold Company harmless for any reasonable actions or inactions taken at the direction of Agent.

**DESIGNATED AGENT:** Dave Rowbotham

**PHONE:** 973-567-9345 **EMAIL:** drowbotham@veronani.org

C. Permits: It is the Customer's responsibility to contact Customer's State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain all necessary Display permits. Company will prepare the paperwork for the permit application on Customer's behalf. Upon receipt of permit, Customer must send the permit to Company no later than 30 days prior to the Display Date. Failure to do so could be grounds for default.



D. Additional Customer Responsibilities:

- i. Meeting the filing application deadline and paying all licensing and permit fees.
- ii. Obtaining local and state requirements for fireworks license for transportation and/or display.
- iii. Adherence to Fire Marshal's requirements for security of firework display trucks upon arrival, and the security of the fire zone before, during and after the Display. Any fees associated with security are sole responsibility of the Customer.
- iv. Notifying the FAA on the Display Date, according to the instructions in the FAA Letter of Approval, which will be forwarded to Customer prior to Display unless directed otherwise.
- v. Customer shall also be responsible for procuring hotel rooms within 10 miles of the show site if requested. The exact quantity of hotel rooms shall be conveyed by Company to Customer before the Display.

E. Security and Safety Obligations as set forth more fully in Article 5.

F. Coast Guard Permits (where necessary and required):

If the Display is to occur on or near the water, the following may be required: (Requests for permits must be filed at least 135 days prior to the Display Date:

- i. Coast Guard Application and Permit to Handle Hazardous Materials.
- ii. Coast Guard Marine Event Permit.

G. After Display: Following the Display, Customer shall be responsible for cleaning and policing of the Display Site and surrounding area. Customer shall provide trash removal of cardboard boxes, broken lumber, etc. Company is responsible for cleanup for immediate work area only.

5. **Security and Safety:**

A. Company shall designate a pyrotechnician to be its "Pyrotechnician in Charge" who is trained to present the Display.

B. Customer shall provide and maintain sufficient Security before, during and after the Display until the Pyrotechnician in Charge declares the area clear. "Security" shall include, but not be limited to, all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by Company. Security must be provided for the Display trucks, and to maintain a fire safety zone) at the staging area from the arrival of the trucks to the departure of the trucks, which may include the day prior to, or following day.

C. Customer shall also provide and maintain an area clear of any temporary structures, cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone ("FSZ") during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the Pyrotechnician in Charge. The Parties agree that Company will cease all fireworks discharge due to any security breach of the FSZ. Company shall not be responsible for personal injury, or property damage occurring within the FSZ because of the Customer's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123, which are only minimum standards of distances.

Customer acknowledges and agrees that Company's responsibilities are limited to the Display and that Company is relying on Customer to maintain the FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations, and ordinances pertaining to the implementation of any and all security measures at the Display Site.



D. **Site Inspections:** Any site inspections by or on behalf of Customer shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the Pyrotechnician in Charge. Inspections shall not in any way interfere with the safety, setup, or schedule of the preparation for and disassembly after the Display. The Pyrotechnician in Charge may, in his sole discretion, cancel any inspection that, in his opinion, may compromise the safety of the setup or the Display or the setup schedule. The Pyrotechnician in Charge may at any time temporarily discontinue the discharge of fireworks for any reason.

6. **Force Majeure:** Company shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, act of God, pandemics, or any other similar causes beyond its reasonable control.

7. **Publicity:** Customer shall give Company program credit as the sole fireworks supplier and producer in all press releases, marketing literature, online advertising, or any other program announcements, printed or otherwise.

8. **Government Regulations:** This Contract and Company's obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations, and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by Customer prior to the Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the Display or in the event Customer's permit in any way limits or restricts the sale, performance or operation of the Display, Company shall limit or restrict its performance or the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Customer permit. Customer acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle Customer to a reduction or abatement in the full Display Price.

9. **Late Fees:** In the event Customer shall fail to pay any sum when due under the terms of this Contract, Customer shall pay, in addition to such amount due, an interest at the rate of 1.5% per month on the unpaid amount from the original due date. Customer shall also pay Company reasonable attorney fees and other costs in the event Company shall commence any proceeding or incur fees to compel Customer to pay any sums due hereunder or otherwise because of Customer's default of any of the terms and provisions herein contained.

10. **Liquidated Damages:** In the event Customer cancels the Display and does not reschedule per the Contract or otherwise defaults hereunder, Company shall be entitled to receive the entire Display Price and same shall be considered "liquidated damages" based upon an understanding between the Parties hereto that Company shall have suffered damages due to Customer's default. The damages suffered by Company because of Customer's default will be substantial, but incapable of determination with precision. It is, therefore, agreed by the Parties that the amount due Company is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by Company.

11. **Substitutions:** Company shall have the right, at its discretion, to make minor modifications or substitute any fireworks it deems necessary provided same does not materially detract from the aesthetic value or overall quality of the Display. This includes, but is not limited to, shell sizes, quantities, types, and brand names. Any substitutions shall in no way result in or entitle Customer to a reduction or abatement of the full Display Price.

12. **Governing Law and Dispute Resolution:** This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey. All disputes, differences, or any other type of controversy arising out of or in relation to this Contract, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Essex County, New Jersey, pursuant to the

commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final, and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Contract, nor to make any award which by its terms effects any such alteration or modification. Either Party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment, or replevin, pending the determination of any claim or controversy in arbitration.

**13. Binding Effect:** This Contract shall not be binding on Company until (1) executed by Customer and (2) Company is in receipt of the Down Payment required hereunder.

**14. Bankruptcy:** If Customer becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Customer or if a receiver is appointed for Customer, Company may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Customer. If Customer has a material change in financial status as reasonably determined by Company, then Company may require Customer to deposit the balance of the Display Price in escrow or provide sufficient proof of its ability to pay the balance of the Display Price.

**15. Signatures:** This Contract may be executed by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Execution and delivery of a counterpart of this Contract (i) by portable document format ("PDF") copy bearing the PDF signature of a duly authorized officer of either Party hereto, whether delivered by facsimile, e-mail, or physical delivery service ("PDF Signature"), or (ii) by electronic signature of a duly authorized officer of any Party hereto, pursuant to electronic signature procedures Company may establish from time to time ("Electronic Signature"), shall be equally as effective as delivery of a manually executed counterpart of this Contract and shall constitute a valid and binding execution and delivery of this Contract by such Party. The Parties agree that (a) each PDF Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise and (b) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

**16. Limitation of Liability:**

No action may be brought for any alleged breach of contract more than one (1) year after display date.

**17. Insurance and Indemnity:** Company agrees to procure general liability insurance. Company shall list Customer as additional insured. Any additional insurance that is required that incurs a cost, will be Customer's responsibility. Company shall indemnify and hold Customer harmless for all claims, actions, and suits made against Customer for personal injury or property damage unless arising from or relating to the failure of Customer, or its agents, employees, or contractors to adhere to or perform its obligations under this Contract.

Customer shall indemnify and hold Company harmless for all claims, actions, and suits made against Company for personal injury or property damage arising from or relating to the failure of Customer, or its agents, employees, or contractors to adhere to or perform its obligations under this Contract.

Customer shall list below the additional insured, as they should appear on the insurance certificate. All individuals /entities listed on the certificate will be deemed an additional insured per this contract.

Township of Verona	
Veterans Field, NJ	

18. **General Provisions:**

- A. This Contract and addendums constitute the entire Contract between the Parties relating to the subject matter hereof, and may not be changed, modified, renewed, or extended except by a written Contract signed by both Parties. Customer acknowledges and agrees that Company has not made any representations or warranties except those specifically set forth in this Contract. Should any clause, section, or part of this Contract be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this Contract which can be affected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- B. It is specifically understood to read that Company shall not be responsible in any way if any third-party service with which Company has contracted for service fails to perform and the display cannot proceed as planned.
- C. This Contract, and the rights and obligations of the Parties hereunder, shall be binding and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. Company may assign any or all its rights and obligations under this Contract or subcontract or delegate any or all its obligations hereunder. Customer may not assign any of its rights and obligations under this Contract without the prior written consent of Company.

The authorized representatives of Parties hereby agree to the terms and conditions of this Contract as of the Effective Date.

CUSTOMER:

Verona Township

Printed Name:

David Rowbotham

Authorized Representative Title:

Director of Community Services

Signature:

*David Rowbotham*

Date:

1/12/2024

COMPANY:

STARFIRE CORPORATION

Printed Name:

Audrey Jean Terrizzi

Authorized Representative Title:

President

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2024-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**AUTHORIZING A CONTRACT WITH UNITED TECHNOLOGY PARTNERS**

**WHEREAS**, the Township desires to install security cameras outside the Verona Community Center; and

**WHEREAS**, the Qualified Purchasing Agent has determined that the value of said services has exceeded \$17,500.00; and

**WHEREAS**, funds are available to award contracts for the services listed shall be charged to budget accounts C-53-44-997-007 and C-53-46-040-0250; and

**WHEREAS**, the award of the contract to United Technology Partners CO, who is contracted with the Somerset County Co-Op #CC-0056-23.

**THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that United Technology Partners, located at 80 Fairfield Road, Fairfield, NJ 07004 is hereby awarded a contract for providing the installation of security cameras at a cost not to exceed \$43,461.00; and

**BE IT FURTHER RESOLVED** that this contract is being awarded pursuant to *N.J.S.A. 19:44A-20.5*.

**BE IT FURTHER RESOLVED** that the Township Manager and the Municipal Clerk are hereby authorized to enter into any agreement necessary for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY  
RESOLUTION No. 2024-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**AUTHORIZING AN APPLICATION FOR PARTICIPATION IN THE  
2024 SUSTAINABLE JERSEY-PSE&G ENERGY EFFICIENCY  
PARTNERSHIP PROGRAM (TRACK 2)**

**WHEREAS**, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Township of Verona strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

**WHEREAS**, the Township of Verona is participating in Sustainable Jersey; and

**WHEREAS**, one of the purposes of Sustainable Jersey is to provide resources to municipalities to make progress on sustainability issues, and they have created the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program to help increase energy efficiency for residents (Track 1), businesses (Track 2), and municipal facilities (Track 3); and

**WHEREAS**, this Program includes a Sustainable Jersey funded by PSE&G in the amount of \$5,000 for Track 2 and after successful implementation of Track 1.

**NOW THEREFORE, BE IT RESOLVED** that the Township Council of Verona has determined that the Township of Verona should apply for the aforementioned 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program and \$5,000 for Track 2.

**BE IT FURTHER RESOLVED** that the Township of Verona, applying for the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, will provide staff support for all activities related to the Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, including outreach to help local businesses save energy and lower their utility bills and will also:

- Identify one or more staff to serve as primary contacts for Sustainable Jersey for the projects selected (e.g. outreach campaigns)
- Provide access to utility bills and other energy records as needed for the project (energy efficiency in municipal facilities)
- Commit to attend a virtual kick-off event and other virtual trainings (energy efficiency outreach campaigns)
- Provide support from relevant finance, facility, and other staff as needed for project implementation

**BE IT FURTHER RESOLVED** that the Township Council of the Verona, County of Essex in the State of New Jersey, authorizes submission of the aforementioned application to the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY TOWNSHIP COUNCIL FOR THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

**JENNIFER KIERNAN, CMC  
MUNICIPAL CLERK**

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY  
RESOLUTION No. 2024-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**AUTHORIZING AN APPLICATION FOR PARTICIPATION IN THE  
2024 SUSTAINABLE JERSEY-PSE&G ENERGY EFFICIENCY  
PARTNERSHIP PROGRAM**

**WHEREAS**, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Township of Verona strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

**WHEREAS**, the Township of Verona is participating in Sustainable Jersey; and

**WHEREAS**, one of the purposes of Sustainable Jersey is to provide resources to municipalities to make progress on sustainability issues, and they have created the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program to help increase energy efficiency for residents (Track 1), businesses (Track 2), and municipal facilities (Track 3); and

**WHEREAS**, this Program includes a Sustainable Jersey funded by PSE&G in the amount of \$5,000 and/or technical assistance for Track 3 after successful implementation of Track 2.

**NOW THEREFORE, BE IT RESOLVED** that the Township Council of Verona has determined that the Township of Verona should apply for the aforementioned 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program and \$5,000 (and/or technical assistance) for Track 3.

**BE IT FURTHER RESOLVED** that the Township of Verona, applying for the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, will provide staff support for all activities related to the Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, including outreach to help local businesses save energy and lower their utility bills and will also:

- Identify one or more staff to serve as primary contacts for Sustainable Jersey for the projects selected (e.g. outreach campaigns; energy efficiency in the municipality)
- Provide access to utility bills and other energy records as needed for the project (energy efficiency in municipal facilities)
- Commit to attend a virtual kick-off event and other virtual trainings (energy efficiency outreach campaigns)
- Provide support from relevant finance, facility, and other staff as needed for project implementation

**BE IT FURTHER RESOLVED** that the Township Council of the Verona, County of Essex in the State of New Jersey, authorizes submission of the aforementioned application to the 2024 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY TOWNSHIP COUNCIL FOR THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

**JENNIFER KIERNAN, CMC  
MUNICIPAL CLERK**



**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2024-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**DISPOSAL OF OBSOLETE TOWNSHIP EQUIPMENT**

**WHEREAS**, the Township Manager has advised the Township Council that there is obsolete equipment that is no longer needed for public use; and

**WHEREAS**, *N.J.S.A. 40A:11-36(7)* authorizes the disposition of personal property not needed for public use as part of a purchase to offset the price of the new purchase; and

**WHEREAS**, it is in the best interest of the Township to dispose of said equipment

- 1) 2002 FORD TRUCK VIN 1FDAF57F82EB56721
- 2) 2006 FORD DUMP TRUCK VIN 1FDWF37Y56ED84418
- 3) LIGHTED OUTDOOR DECORATIVE WREATHS

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the obsolete equipment referenced and is no longer needed for public use by the Township shall be disposed of according to the manner as prescribed by law.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**



**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2024-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**PERMITTING ITEMS TO BE DISCUSSED IN EXECUTIVE SESSION**

**WHEREAS**, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975, permits the exclusion of the Public from a meeting in certain circumstances; and

**WHEREAS**, this public body is of the opinion that such circumstances presently exists.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, County of Essex, State of New Jersey, as follows:

The public shall be excluded from discussion of an action upon the hereinafter specified subject matter.

1. Purchase, Lease or Acquisition of Real Property pursuant to *N.J.S.A. 10:4-12 (5)*
2. Pending, Ongoing, or Anticipated Litigation and Contract Negotiations pursuant to *N.J.S.A. 10:4-12 (7)*

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON NOVEMBER 12, 2024.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2024-

**ESTABLISHING A NEW CHAPTER 173 ENTITLED "BUSINESS LICENSE  
AND INSURANCE REQUIRED" IN THE TOWNSHIP CODE**

**WHEREAS**, P.L. 2022, c.92 institutes a new minimum liability insurance requirement for owners of businesses and rental units (whether residential or non-residential); and

**WHEREAS**, such owners are required to annually register the certificate of insurance in the municipality where the business or rental is located.

**NOW THEREFORE BE IT ORDAINED**, that the Township Council of the Township of Verona does hereby create Chapter 173, entitled "Business License and Insurance Required" of the Code of the Township of Verona to read as follows:

**Chapter 173 Business License and Insurance Required.**

**§ 173-1. Business License required: business, rental units and multi-family home.**

No person shall conduct, carry on, exhibit, promote or engage in any business activity within the boarder of the Township that offers goods, services or a combination thereof for sale or rent in any place, building, structure or premises within the Township, including offering commercial and/or residential space for rental, without first having obtained a license as hereinafter provided.

**§ 173-2 Applications; fees.**

All applications for licenses issued under this article shall be made to the Municipal Clerk. The application shall be accompanied with the proper license fee as indicated in Chapter A565 "Schedule of Fees." All licenses shall be due and payable on January 1 of each year and shall terminate and become invalid on December 31 of the next succeeding year. Licenses for new businesses shall be prorated based upon the date of issuance. No refunds shall be provided after a license is issued.

After receiving the application, the Municipal Clerk shall review the application to ensure the appropriate application fee, proof of insurance as required by § 173-3, and all additional required information is present. Upon confirming the application is complete in all regards the license shall be issued by the Municipal Clerk. Licenses issued under this chapter shall be posted at the place of business, carried by employees providing services, goods, or soliciting business in the Township shown on the license in a conspicuous place. The license shall remain posed for the duration of the licensing year when issued, and so long as the licensed business is carried out.

Where the Municipal Clerk deems it appropriate, applications shall be referred to the Chief of Police or a police officer designated by the Chief, who shall immediately institute whatever investigation of the applicant's business responsibility, moral character, and ability to properly conduct the licensed activity he considers necessary for the protection of the public. He shall communicate his findings in writing to the Municipal Clerk within a reasonable time after the application has been filed. If the investigator's report supports a finding that the applicant's character, ability, or business responsibility is unsatisfactory or that the products, services, or activity are not free from fraud, the Municipal Clerk shall refuse to issue the license and shall so notify the applicant. Otherwise, the Municipal Clerk shall issue the license immediately. In the event of the refusal of the issuance of a license, the applicant may appeal to the Township Council for a hearing. The appeal must be filed in writing with the Municipal Clerk within 14 days after notification of the refusal. The Township Council shall hold the hearing at the next scheduled Council meeting occurring at least 7 days after the request for a hearing. The decision of the Township Council shall be final.

### **§ 173-3 Insurance Requirements.**

All businesses providing goods and services in the Township, and owners of rental units and multi-family homes are required to submit to the Township's Clerk a certificate of insurance, pursuant to N.J.S.A. 40A:10A-1 et seq., which requires the following:

- a. Except as provided in subsection b. of this section, the owner of a business or the owner of a rental unit or units shall maintain liability insurance for negligent acts and omissions in an amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.
- b. The owner of a multifamily home which is four or fewer units, one of which is owner-occupied, shall maintain liability insurance for negligent acts and omissions in an amount of no less than \$300,000 for combined property damage and bodily injury to or death of one or more person sin any one accident or occurrence.

This chapter shall not be construed to repeal or amend any other section or chapter of the Township Code requiring specific business owners to maintain certain levels of liability insurance. To the extent that this chapter requires liability insurance in an amount less than other chapters of the Township Code, the section or chapter of the Code requiring the greater amount of liability insurance will govern.

### **§ 173-4. Enforcement of Liability Insurance Requirements.**

Failure of any business, rental unit, or multi-family home to annually register and submit proof of insurance in accordance with this Chapter and N.J.S.A. 40A:10A-2 shall be subject to a fine of not less than \$500 but no more than \$5,000 against an owner who failed to comply which shall be collected through a summary proceeding pursuant to the "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.).

### **§ 173-5. Enforcement violations other than those covered under § 173-4.**

The proper enforcement provisions of this chapter and related ordinances dealing with the regulation of businesses shall be a proper concern of the Zoning Official and Code Enforcement Officer of the Township, and any other employees designated by the Township Manager. Violations other than those covered by under § 173-4, shall be subject to the penalties outlined in Chapter 1, General Provisions, Article II, General Penalty of this Code.

### **§ 173-6. Revocation of License.**

In addition to the enforcement under enforcement penalties prescribed in § 173-4 and § 173-5 the Township Council may, after notice and hearing, revoke any license granted under this article if any provision of this article is violated, the business violates any other Township Code or if the licensed business place or premises is so operated as to constitute a nuisance.

### **SECTION 1: REPEAL OF INCONSISTENT PROVISIONS**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

### **SECTION 2: SEVERABILITY**

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

### **SECTION 3: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon passage and publication as provided by law.

**SECTION 4: CODIFICATION**

This ordinance shall be a part of the Code of the Township of Verona as though codified and fully set forth therein. The Municipal Clerk shall have this ordinance codified and incorporated in the official copies of the Code. The Municipal Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Verona in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ATTEST:

JENNIFER KIERNAN  
MUNICIPAL CLERK

**I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF XXX AND XXX**

JENNIFER KIERNAN  
MUNICIPAL CLERK

INTRODUCTION:  
PUBLIC HEARING:  
EFFECTIVE DATE:

## CHAPTER 92

**AN ACT** requiring liability insurance for business owners and rental unit owners and supplementing Title 40A of the New Jersey Statutes.

**BE IT ENACTED** *by the Senate and General Assembly of the State of New Jersey:*

C.40A:10A-1 Liability insurance, negligent acts, omissions; business owners, rental unit, units owner.

1. a. Except as provided in subsection b. of this section, the owner of a business or the owner of a rental unit or units shall maintain liability insurance for negligent acts and omissions in an amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

b. The owner of a multifamily home which is four or fewer units, one of which is owner-occupied, shall maintain liability insurance for negligent acts and omissions in an amount of no less than \$300,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

C.40A:10A-2 Certificate of insurance, annually registration, municipality of business, rental units, multi-family home.

2. a. The owner of a business, owner of a rental unit or units, and the owner of a multi-family home of four or fewer units, one of which is owner occupied, shall annually register the certificate of insurance demonstrating compliance with section 1 of this act with the municipality in which the business, rental units, or multi-family home is located.

b. The governing body of a municipality may, by ordinance, establish a reasonable administrative fee for the certificate of registration required pursuant to subsection a. of this section for properties located in that municipality. The governing body of a municipality may collect, through a summary proceeding pursuant to the "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.), a fine of not less than \$500 but no more than \$5,000 against an owner who failed to comply with the provisions of this act.

3. a. The provisions of subsection a. of section 1 of this act shall take effect on the 90th day next following enactment for all new policies issued on or after the 90th day following enactment and shall take effect on the 180th day next following enactment for all policies in force on the date of enactment that are renewed on or after the 180th day following enactment.

b. The provisions of subsection b. of section 1 of this act shall take effect on the 180th day next following enactment and shall apply to policies issued or renewed on or after the 180th day following enactment.

c. The provisions of section 2 of this act shall take effect on the 90th day next following enactment.

Approved August 5, 2022.

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2024-

AMENDING CHAPTER A565-1 SCHEDULE OF FEES TO INCLUDE  
BUSINESS LICENSE INSURANCE FEES

BE IT ORDAINED by the Township Council of the Township of Verona, County of Essex, New Jersey as follows:

SECTION 1. Chapter A565-1 entitled "Schedule of Fees" of the Code of the Township of Verona, "Ch. 150-Zoning" is hereby amended to read as follows:

[additions are bolded in brackets]:

[§ 173-2 "Business License Insurance Fees"	\$50.00 per calendar year]
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ATTEST:

JENNIFER KIERNAN  
MUNICIPAL CLERK

NOTICE  
I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF OCTOBER 25, 2024 AND XXX.

JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK

INTRODUCTION: October 21, 2024  
PUBLIC HEARING:  
EFFECTIVE DATE:

**TOWNSHIP OF VERONA**  
**COUNTY OF ESSEX, NEW JERSEY**

*TOWNSHIP MANAGER*  
**JOSEPH O. D'ARCO**  
*TOWNSHIP CLERK*  
**JENNIFER KIERNAN**



*DEPUTY MANAGER*  
**KEVIN O'SULLIVAN**  
*TOWNSHIP ATTORNEY*  
**BRIAN J. ALOIA, ESQ.**

**VERONA COMMUNITY CENTER**  
880 BLOOMFIELD AVENUE  
VERONA, NEW JERSEY 07044

**MUNICIPAL BUILDING**  
600 BLOOMFIELD AVENUE  
VERONA, NEW JERSEY 07044  
(973) 239-3220  
[WWW.VERONANJ.ORG](http://WWW.VERONANJ.ORG)

**DEPARTMENT OF PUBLIC WORKS**  
10 COMMERCE COURT  
VERONA, NEW JERSEY 07044

**OFFICE OF THE MUNICIPAL CLERK**

**MUNICIPALITY BUSINESS/RENTAL DWELLING FEES**

November 7, 2024

<b>MUNICIPALITY</b>	<b>TYPE</b>	<b>ANNUAL FEE</b>
Avon	Business & Dwelling	\$50
Cedar Grove	Business & Dwelling	\$100
Hackensack	Business & Dwelling	\$50
Hamburg	Business & Dwelling	\$50
Mendham	Business & Dwelling	\$25
Middletown	Business & Dwelling	\$25
Monroe Twp	Business & Dwelling	\$50
Montvale	Business & Dwelling	\$50
Newton	Business & Dwelling	\$200
Nutley	Business & Dwelling	\$25
Oakland	Business & Dwelling	\$50
Ocean Twp	Business & Dwelling	\$75
Orange	Business & Dwelling	\$25
Pompton Lakes	Business & Dwelling	\$50
Rockaway	Business	\$125
Rockaway	Dwelling	\$50
Roseland	Business & Dwelling	\$50
Saddle River	Business & Dwelling	\$50
Toms River	Business & Dwelling	\$50
Warren	Business & Dwelling	\$25
West Milford	Business & Dwelling	\$25
West Orange	Business & Dwelling	\$100

Jennifer Kiernan, CMC