Amended 4/14/21

TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
THURSDAY, APRIL 15, 2021

Honorable Anthony J. Gianni Jr. Chambers **7:00PM**
Richard J. Martel Municipal Center
475 Corporate Drive, Mahwah, New Jersey

Meeting to be held via Zoom Remote Video/Audio Conference
ZOOM INFORMATION
Please click the link below to join the webinar:
https://zoom.us/j/97457310248?pwd=S0h3Y2pQSU4zSzkxM21BVHdTZ2NWZz09
Passcode: 239024
Or iPhone one-tap :
US: +13126266799,,97457310248# or +19292056099,,97457310248#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782
Webinar ID: 974 5731 0248
International numbers available: https://zoom.us/u/acVnqpI7dR

COUNCIL PRESIDENT'S STATEMENT

SALUTE TO THE FLAG

MOMENTS OF SILENCE
- **Veterans and Those Serving in the Military**

ROLL CALL: _____ Ariemma; _____ Bolan; _____ Ervin; _____ Ferguson; _____ May; _____ Paz; _____ Wong

APRIL AWARENESS RESOLUTION
#177-21 National Volunteer Month

RESOLUTION
#178-21 Support of 2021 Distracted Driving 2021 Crackdown

WORK SESSION
SUBMISSION OF BILLS AND CLAIMS

ENGINEERING
1a. Department of Public Works (DPW) Facility; 101 Micik Lane; Block 102, Lots 21, 22 and 27; Continued Remedial Investigation; Request for Authorization of Services
1b. Verbal Status Report
1c. Draft Ordinance; Stormwater Control

LEGAL

2a. Draft Ordinance; Revised Bamboo

2b. Anti-Nepotism Policy

ADMINISTRATION

3a. Proposal; 2021 Affordable Housing Litigation Services; Colliers Engineering and Design

* 3b. ~~Authorization; Award of Bid MTB #21-07: Cold Water Meters~~ Removed

3c. Pay To Play Compliance

1. Rapid Pump and Meter; Repair and Maintenance of Water Wells/Sewer Pump Stations
2. Seagraves Fire Apparatus LLC; Purchase of Various Fire Department Equipment

3d. Award of Electricity Generation; Township Street Lights

* 3e. Temporary Appropriations

TOWNSHIP COUNCIL and MUNICIPAL CLERK

4a. Presentation; Proposed Cub Scout Memorial

PUBLIC PORTION

- **Prior to speaking, each Speaker shall provide their Name and Address**
- **Mahwah Residents shall speak first**
- **In this Public Portion, Speakers may speak about any topic**
- **Speaker must direct questions or comments to the Council President**
- **There will be no back and forth dialogue between the Speaker and Representatives on the dais**
- **When the Speaker is finished with statement or questions, the Council will respond as appropriate**
- **Each Speaker shall be limited to 3 minutes, when 3 minutes expires, Council will move on to the next Speaker**
- **This Public Portion shall be a maximum of 30 minutes**
- **Speakers may only speak once during each Public Portion**

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PUBLIC MEETING
APPROVAL OF BILLS AND CLAIMS

APPROVAL OF MEETING MINUTES

Combined Work Session and Public Meeting
September 3, 2020
September 17, 2020
April 1, 2021

Budget Meeting
March 27, 2021

Closed Session
September 17, 2020
December 17, 2020
April 1, 2021

REPORTS OF TOWNSHIP COUNCIL and MUNICIPAL CLERK
TOWNSHIP COUNCIL; COMMENTS, COMMUNICATIONS AND REPORTS OF SUBCOMMITTEES

REPORTS OF MAYOR and BUSINESS ADMINISTRATOR

ORDINANCES – INTRODUCTIONS

#1930 An Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, to adopt the New Jersey Department of Environmental Protection's Model Ordinance for Stormwater Control

#1931 Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, amending Section 13-2, Bamboo of the Township Code to clarify language regarding Pre-existing Bamboo

ORDINANCE – PUBLIC HEARING

#1928 An Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, Amending Section 1-5, General Penalty, of the Township Code to Update the Maximum Penalty in accordance with NJSA 40:49-5

PUBLIC PORTION

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CONSENT AGENDA

There will be no separate discussions of Resolutions below. If discussion is desired by any Councilmember on any Resolution(s), that Resolution(s) will be removed from the Consent Agenda and discussed separately.

#179-21 Professional Services Agreement; Boswell McClave Engineering; Services Associated with the Continued Remedial Investigation of the Department of Public Works (DPW) Facility at 101 Micik Lane in Block 102, Lots 21, 22 and 27

#180-21 Professional Services Contract; Colliers Engineering and Design; 2021 Affordable Housing Litigation Services; Colliers Engineering and Design

* ~~#181-21 Award of Bid MTB #21-07: Cold Water Meters~~ Removed

#182-21 Pay To Play Compliance; Rapid Pump and Meter; Repair and Maintenance of Water Wells/Sewer Pump Stations

#183-21 Pay To Play Compliance; Seagraves Fire Apparatus LLC; Purchase of Various Fire Department Equipment

#184-21 Award of Electricity Generation; Township Street Lights

#185-21 Anti-Nepotism Policy

* #186-21 Temporary Appropriations

OLD BUSINESS

1. Bergen County Gun Range
2. Security Cameras; Continental Soldiers and Commodore Perry Parks
3. Wildlife Management Forum
4. Repairs to Fire Trucks
5. Garbage Collection
6. Norfolk Village
7. Emergency Notification System; Municipal Parks
8. Boards and Commissions Meeting Dates

NEW BUSINESS

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE.

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. BOX 733
MAHWAH NJ 07430

Resolution #177-21

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Arlemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

WHEREAS, National Volunteer Month is held during the Month of April each year and is dedicated to promoting and celebrating volunteerism; and

WHEREAS, April became National Volunteer Month as part of President George H. W. Bush's 1000 Points of Light Campaign in 1991; and

WHEREAS, many Municipalities rely on their Volunteers for fire and ambulance services as well as others; and

WHEREAS, it is not unusual to hear "Volunteers are the backbone to the Municipality." or "We could not do it without Volunteers"'; and

WHEREAS, Volunteers donate their time and passion to causes they care about and give it their all; and

WHEREAS, the Municipality can never have too many Volunteers; and

WHEREAS, due to the pandemic, the usual Volunteer Events are not possible due to social distancing and health concerns.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of Mahwah hereby acknowledges April as National Volunteer Month and urges all Residents to volunteer however they can.

I hereby certify that this resolution consisting of one page(s), was adopted at a Meeting of the Township Council of the Township of Mahwah, on this 15th day of April, 2021.

Kathrine G. Coviello
Municipal Clerk

David May
Council President

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. BOX 733
MAHWAH NJ 07430

Resolution #178-21

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Arlemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

RESOLUTION SUPPORTING THE 2021 UDRIVE. UTEXT. UPAY. DISTRACTED DRIVING CRACKDOWN

WHEREAS, distracted driving is a serious, life-threatening practice that is preventable; and

WHEREAS, distracted driving can result in injuries and deaths to all Road Users (Motorists, Pedestrians and Bicyclists); and

WHEREAS, distracted driving occurs when drivers divert their attention away from the task of driving to focus on another activity instead; and

WHEREAS, in 2018 alone, distracted driving-related crashes resulted in 2,841 deaths and 400,000 injuries on our Nation's roads; and

WHEREAS, in New Jersey distracted driving was listed as a contributing circumstance in 50-percent of all motor vehicle crashes in 2018; and

WHEREAS, the State of New Jersey will participate in the Nationwide *Distracting Driving 2021 Crackdown* from April 1 through 30, 2021 in an effort to raise awareness and decrease driver distraction through a combination of enforcement and education; and

WHEREAS, the National Slogan for the Campaign is UDrive. UText, UPay; and

WHEREAS, a reduction in distracted driving in New Jersey will save lives on our roadways;

NOW, THEREFORE, BE IT RESOLVED that the Township of Mahwah declares it's support for the *Distracted Driving 2021 Crackdown* both locally and nationally from April 1 through 30, 2021 and pledges to increase awareness of the dangers of distracted driving.

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 15th day of April, 2021.

Kathrine G. Coviello
Municipal Clerk

David May
Council President

1a

BOSWELL ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

VIA ELECTRONIC AND REGULAR MAIL

April 1, 2021

Mr. Benjamin Kezmarsky
Business Administrator
Township of Mahwah
Municipal Building
475 Corporate Drive
Mahwah, New Jersey 07430

Re: Continued Remedial Investigation
Proposed Mahwah DPW
101 Micik Lane
Block 102, Lots 21, 22 & 27
Township of Mahwah
Bergen County, New Jersey
Our File No. PR-20-9768

Dear Mr. Kezmarsky:

Boswell Engineering (Boswell) is pleased to provide the Township of Mahwah with this proposal for the necessary environmental engineering services to continue with the Remedial Investigation (RI) at the above referenced property. It is our understanding that the Township is considering the site for a new Department of Public Works (DPW) facility.

BACKGROUND

In August 2018, Boswell completed a Preliminary Assessment (PA) for the property which identified 11 potential environmental areas of concern (AOC). In February 2020, Boswell performed a Site Investigation (SI) including a ground penetrating radar (GPR) survey, as well as soil and groundwater sampling and analysis. In July 2020, Boswell performed a Remedial Investigation (RI) which included further delineation of soil and groundwater remediation standard exceedances identified during the SI, as well as the installation of five (5) monitoring wells. Between November 2020 and February 2021, Boswell completed subsequent soil and groundwater sampling. The following table details the AOCs that have been eliminated as a concern by the work performed thus far, as well as those requiring further remedial investigation (RI):

AOC No.	Description
1	Potential Historic Fill
2	Onsite Fill Material
3	Potential Former Underground Storage Tanks
4	Waste Oil Storage/Disposal
5	Oil Storage
6	Outside Mechanical Repair Area
7	Roll-Off Dumpsters
8	Vehicle Storage
9	55-Gallon Oil Drums
10	55-Gallon Polyethylene Drums
11	Garage Floor and Mechanic's Pits

= Eliminated as a concern during the PA, SI or initial stages of RI
= To be addressed during construction
= AOC requiring further investigation

As the Township is aware an RI can be a multi-step process, as seen in this case, whereby the results of the July 2020 and January 2021 sampling rounds determined that additional investigation is necessary. To the best extent practicable, and for the soil sampling detailed herein, we have included one (1) round of delineation samples and a second round of "step-out" samples whose analysis would be placed on hold and activated pending the results of the first round.

SCOPE OF WORK

In effort to provide a cost-effective RI and conform with the New Jersey Department of Environmental Protection's (NJDEP) *Technical Requirements for Site Remediation* N.J.A.C. 7:26E, *et seq.* (Technical Requirements) and *Technical Guidance for Site Investigation of Soil and Groundwater*, Boswell proposes the following work:

Task 1 - Remedial Investigation – Soil

Boswell will continue the RI to delineate the horizontal and vertical extent of the soil contamination at AOC-9, previously encountered during the SI and first two (2) rounds of the RI. The soil borings will be advanced radially outward from the initial samples (and vertically where necessary) at 10' and 25' increments based on field conditions to perform the horizontal delineation. The samples from the 10' radius will be analyzed first, while the 25' radius samples will be placed on hold. If samples in the 10' radius exhibit contaminants above the applicable NJDEP Soil Remediation Standards (SRS), the 25' sample will be activated. Vertical delineation samples will also be collected at the sample locations to a depth of 1' and 2' below the original sample as well as at the step out locations. The vertical delineation samples at the step out locations will be placed on hold, pending

initial results. Upon receipt of the soil's analytical results, Boswell will compare any contaminant concentrations to the applicable SRS and determine if delineation has been completed.

Our fee for the above referenced work is approximately **$3,300.00**. Additionally, the environmental sampling equipment cost is **$400.00**.

Drilling Subcontractor

The work anticipated for the subcontracted driller is as follows;

1. Mobilization;
2. Geoprobe soil boring and sampling; and,
3. Backfill holes with bentonite;

The total estimated cost for the drilling subcontractor is **$3,800.00** based upon 1 day of fieldwork.

Subcontracted Laboratory - Soil

All sample analysis will conform to the appropriate United States Environmental Protection Agency (EPA) Method, with results reported in the New Jersey Tier II Reduced Deliverables Format.

Please note that **we cannot provide a precise estimate** of the laboratory cost at this time since the final cost is dependent upon the total number of samples analyzed. In the best-case scenario, only 15 samples would be analyzed, and in the worst-case, 80 samples would require analysis. For the purposes of this estimate, we averaged the two (2) scenarios which resulted in a total of 48 samples requiring analysis; the subcontracted laboratory quoted fees are as follows:

Polycyclic Aromatic Hydrocarbons (TCL PAH)
@ $145 x 48 (estimated) $6,960.00

SPLP Analyses
@ $150 x 10 (estimated) $1,500.00

The total estimated laboratory cost for the 48 soil samples and potential SPLP is **$ 8,460.00**.

If more than 48 samples are analyzed we will notify the Township of the additional cost. **If the worst-case scenario occurs, the resulting laboratory cost would be an additional $ 4,350.00.**

Task 2 - Remedial Investigation Report

Boswell will present the additional investigation's results in the Remedial Investigation Report (RIR) that will include;

1. Field readings and measurements;
2. Analytical result summary tables;
3. NJ Tier II Reduced Deliverables Laboratory Data Package;
4. Discussion of on-site observations and results;
5. Interpretation of analytical results; and
6. Recommendations for no further action or additional remedial investigation, **if required**.

Boswell's fee for the additional write-up for the items detailed herein is approximately **$3,500.00**. Our fee includes one (1) hard copy and (1) electronic copy of the RIR, additional copies, if necessary, will be billed at our current copying rates.

FEE AND COST SUMMARY

The following is a summary of the estimated costs and fees associated with the work identified in this proposal. Since the exact level of effort cannot be firmly quantified at this time, the work will be performed on a time-and-materials basis in accordance with our standard hourly rate.

TASK	DESCRIPTION	BOSWELL	LABORATORY	EQUIPMENT	CONTRACTOR
1	Remedial Investigation – Soil	$3,300.00	$8,460.00 (1)	$400.00	$3,800.00
2	Remedial Investigation Report Update	$3,500.00	~	~	~
	SUBTOTALS	**$6,800.00**	**$8,460.00**	**$400.00**	**$3,800.00**

GRAND TOTAL **$19,460.00**

(1) Assumes an average of 48 soil samples + SPLP samples are analyzed. Final cost may be more or less depending on the need to activate hold samples.

EXCLUSIONS

Services and costs not included in this proposal are summarized as follows:

1. Increases in scope of work;

2. NJDEP fees;

3. Remedial Action Workplan (RAW), supervision of cleanup, Remedial Action Report (RAR), Response Action Outcome (RAO), Environmental Risk Assessment, etc.; and,

4. Additional investigation, sampling or analysis other than that specifically detailed herein.

AUTHORIZATION

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will commence the project. We will perform this work on a time-and-material basis in accordance with our standard hourly rate schedule in effect at the time the work is performed.

We wish to thank you for the opportunity of presenting this proposal and look forward to continuing our work on the project. Should you have any questions or require anything further, please do not hesitate to contact Frank J. Rossi, LSRP or me.

Very truly yours,

BOSWELL ENGINEERING

Joseph A. Pomante, P.E.

JAP/FJR/cr

210401CRP1

BOSWELL ENGINEERING

DRAFT 10

AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, TO ADOPT THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION'S MODEL ORDINANCE FOR STORMWATER CONTROL

WHEREAS, the Township of Mahwah regulates the control and discharge of stormwater through the use of stormwater best management practices and nonstructural stormwater management strategies; and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP" or the "Department") has adopted amended stormwater management regulations and requires municipalities to revise their stormwater control ordinances in accordance with the regulations.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, in the County of Bergen and State of New Jersey, as follows:

SECTION 1. Land Development: Volume II, Chapter 29, Stormwater Control §§ 29-1 through 29-13 are hereby repealed in their entirety and replaced with the following language:

§29-1. Scope and Purpose:

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this ordinance is to establish minimum stormwater management requirements and controls for "major development," as defined below in §29-2.

C. Applicability

1. This ordinance shall be applicable to the following major developments:

   a. Non-residential major developments; and

b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.

2. This ordinance shall also be applicable to all major developments undertaken by the Township of Mahwah.

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

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

§29-2. Definitions:

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

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

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

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

"Compaction" means the increase in soil bulk density.

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

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

"County review agency" means an agency designated by the County Board of Chosen Freeholders to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

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

"Department" means the Department of Environmental Protection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Municipality" means any city, borough, town, township, or village.

"New Jersey Stormwater Best Management Practices (BMP) Manual" or "BMP Manual" means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department's determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with §29-4.F. of this ordinance and N.J.A.C. 7:8-5.2(g), that the

proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

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

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

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

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

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

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

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

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

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or

quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

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

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

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

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

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

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

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

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

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

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

"Stormwater management planning area" means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater

management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

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

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

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

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

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

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

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

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

§29-3. Design and Performance Standards for Stormwater Management Measures

A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:

1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.

B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

§29-3A Nonstructural Stormwater Strategies

A. Standards for nonstructural management measures are as follows:

1. Buffers. Buffer areas are required along all lot and street lines separating residential uses from arterial and collector streets, separating a nonresidential use from either a residential use or residential zoning district line, as noted in subsection 24-6.11 of the Township Code, and along all street lines where loading and storage areas can be seen from the street.

   The buffer requirements as stated in the Township Code subsections **22-6.5** and 24-6.11 should be considered.

   The buffer area shall use native vegetation, which requires less fertilization and watering than non-native species. Buffer areas may be used for stormwater management by disconnecting impervious surfaces and treating runoff from these impervious surfaces. Preservation of natural wood tracts and limiting land disturbance for new construction must be incorporated where practical.

2. Curbs and gutters. Curb cuts or flush curbs with curb stops are encouraged where practical to allow vegetated swales to be used for stormwater conveyance and to allow the disconnection of impervious areas where practical.

3. Drainage systems. Township Code subsections **22-6.6c**, **24-8.5d** and **26-9.6** require that all properties and streets be provided with inlets and pipes where the same are necessary for proper drainage. The use of natural vegetated swales in lieu of inlets and pipes are encouraged where practical.

4. Driveways and accessways. The use of pervious paving materials to minimize stormwater runoff and promote groundwater recharge should be considered for driveways and access ways where practical. Consideration should be given for subsurface soil conditions. The use of crowned driveways is also encouraged to promote disconnectivity between impervious surfaces and grass areas to promote groundwater recharge.

5. Natural features. Natural features, such as trees, brooks, swamps, hilltops, and views, are to be preserved whenever possible, and that care be taken to preserve selected trees to enhance soil stability and landscaped treatment of the area. In addition, forested areas shall be maintained to ensure that leaf litter and other beneficial aspects of the forest are maintained in addition to the trees.

6. Nonconforming uses, structures or lots. If an applicant/owner of an existing use proposes additions or alterations that exceed the permitted building and/or lot coverage percentages, as specified in the Township Code, the applicant should mitigate the impact of the additional impervious surfaces unless the stormwater management plan for the development provided for these increases in impervious surfaces. This mitigation effort must address water quality, flooding and groundwater recharge.

7. Off-site and off-tract improvements. Any off-site and off-tract stormwater management and drainage improvements must conform to the design and performance standards described.

8. Off-street parking and loading. Subsection 22-6.2 of the Township Code states the off-street parking and loading requirements in the Township. Parking lots with more than 10 spaces and all loading areas should allow for flush curb with curb stop, or curbing with curb cuts to encourage developers to allow for the discharge of impervious areas into landscaped areas for stormwater management. The use of natural vegetated swales for the water quality design storm, with overflow for larger storm events into storm sewers should be utilized where practical.

   A developer may demonstrate that fewer spaces may be required, provided area is set aside for additional spaces if necessary, as noted in subsection 22-6.2i of the Township Code. Pervious paving could be provided in overflow parking areas.

9. Performance standards. Subsection 24-8.4 "Performance Standards" of the Township Code shall apply to all applicable uses within the Township. All pollution sources must be evaluated in order to prohibit materials or wastes from being deposited upon a lot in such form or manner that they can be transferred off the lot, directly or indirectly, by natural forces such as precipitation, evaporation or wind. Materials and wastes that might create a pollutant or a hazard shall be enclosed in appropriate containers.

10. Shade trees. Subsection 22-6.5a of the Township Code requires shade trees to be planted in the front yard along the Street ROW. Chapter 14, and Subsections 22-6.5a and 28-3.7, of the Township Code restricts and otherwise controls the removal of mature trees throughout the Township. The applicant's plans should recognize that the preservation of mature trees and forested areas must be considered in the management of environmental resources, particularly watershed management, air quality, and ambient heating and cooling. A "critical disturbance area" that extends beyond the driveway and building footprint where clearing of trees cannot occur shall be depicted on the plan minimizing land disturbance. Identification of forested areas and the percentage of wooded areas be protected from disturbance shall also be provided

11. Sidewalks. In addition to the requirements set forth in subsection 22-6.7c of the Township Code, sidewalks should be designed to discharge stormwater to neighboring lawns where feasible to disconnect these impervious surfaces or use permeable paving materials where appropriate.

12. Soil erosion and sediment control. In addition to subsection 28-3.5 of the Township Code, the applicant shall comply with the New Jersey Soil Erosion and Sediment Control Standards and should incorporate designs to retain and protect natural vegetation; minimize and retain water runoff to facilitate groundwater recharge; and install diversions, sediment basins, and similar required structures prior to any on-site grading or disturbance.

B. Further guidance on the implementation of these strategies can be found in the New Jersey Department of Environmental Protection Stormwater Best Management Practices Manual, April 2004, as amended.

§29-4. Stormwater Management Requirements for Major Development

A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with §29-10.

B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlnebergi* (bog turtle).

C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of §29-4.P, Q and R:

1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;

2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.

D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of §29-4.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:

1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of §29-4.O, P, Q and R to the maximum extent practicable;
3. The applicant demonstrates that, in order to meet the requirements of §29-4.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under §29-4.D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of §29-4.O, P, Q and R that were not achievable onsite.

E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in §29-4.O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

https://njstormwater.org/bmp_manual2.htm.

F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

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

(Notes corresponding to annotations [a] through [g] are found on under Table 3)

Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality				
Best Management Practice	**Stormwater Runoff Quality TSS Removal Rate (percent)**	**Stormwater Runoff Quantity**	**Groundwater Recharge**	**Minimum Separation from Seasonal High Water Table (feet)**
Bioretention System	80 or 90	Yes	Yes[(b)] No[(c)]	2[(b)] 1[(c)]
Infiltration Basin	80	Yes	Yes	2
Sand Filter[(b)]	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond[(d)]	50-90	Yes	No	N/A

(Notes corresponding to annotations [(b)] through [(d)] are found under Table 3)

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

Notes to Tables 1, 2, and 3:

(a) subject to the applicable contributory drainage area limitation specified at §29-4.O.2;
(b) designed to infiltrate into the subsoil;
(c) designed with underdrains;
(d) designed to maintain at least a 10-foot-wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
(e) designed with a slope of less than two percent;
(f) designed with a slope of equal to or greater than two percent;
(g) manufactured treatment devices that meet the definition of green infrastructure at §29-2;
(h) manufactured treatment devices that do not meet the definition of green infrastructure at §29-2.

G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with §29-6.B. Alternative stormwater management measures may be used to satisfy the requirements at §29-4.O only if the measures meet the definition of green infrastructure at §29-2. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with §29-4.D is granted from §29-4.O.

H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.

I. Design standards for stormwater management measures are as follows:

1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing

between bars of six inches. In addition, the design of trash racks must comply with the requirements of §29-8.C;

3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at §29-8; and
5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.

J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at §29-2 may be used only under the circumstances described at §29-4.O.4.

K. Any application for a new agricultural development that meets the definition of major development at §29-2 shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at §29-4.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.

L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at §29-4.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.

M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Bergen County Clerk's Office located at: 1 Bergen County Plaza, Hackensack, New Jersey 07601. 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 §29-4.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to §29-10.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required

information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to §29-4 of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Office of the Clerk of the County of Bergen and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.

2. To satisfy the groundwater recharge and stormwater runoff quality standards at §29-4.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at §29-4.F. and/or an alternative stormwater management measure approved in accordance with §29-4.G. 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 §29-4.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with §29-4.G.

4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with §29-4.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with §29-4.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at §29-4.P, Q and R.

5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at §29-4.P, Q and R, unless the project is granted a waiver from strict compliance in accordance with §29-4.D.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at §29-5, either:

    i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
    ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.

3. This groundwater recharge requirement does not apply to projects within the "urban redevelopment area," or to projects subject to 4 below.
4. The following types of stormwater shall not be recharged:

    i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than "reportable quantities" as defined by the United States Environmental Protection Agency (EPA) at

40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

ii. Industrial stormwater exposed to "source material." "Source material" means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

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

   i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.

   ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.

3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the

volume of runoff may take into account the implementation of stormwater management measures.

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 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

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

   R = total TSS Percent Load Removal from application of both BMPs, and
   A = the TSS Percent Removal Rate applicable to the first BMP
   B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in §29-4.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at §29-5, complete one of the following:

   i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and

100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;

ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;

iii. Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or

iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.

3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

§29-5. Calculation of Stormwater Runoff and Groundwater Recharge:

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

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

i. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

ii. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at §29-5.A.1.i and the Rational and Modified Rational Methods at §29-5.A.1.ii. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.

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

§29-6. Sources for Technical Guidance:

A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.

2. Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

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

The Division of Water Quality, New Jersey Department of Environmental Protection, Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

§29-7. Solids and Floatable Materials Control Standards:

A. Site design features identified under §29-4.F above, or alternative designs in accordance with §29-4.G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see §29-7.A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

   i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
   ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

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

   iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

2. The standard in A.1. above does not apply:

   i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
   ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
   iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

      a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
      b. A bar screen having a bar spacing of 0.5 inches.

      Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or

v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

§29-8. 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 §29-8.C.1, 29-8.C.2, and 29-8.C.3 for trash racks, overflow grates, and escape provisions at outlet structures.

C. Requirements for Trash Racks, Overflow Grates and Escape Provisions

1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:

   i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
   ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
   iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
   iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.

2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:

   i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
   ii. The overflow grate spacing shall be no less than two inches across the smallest dimension

iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.

3. Stormwater management BMPs shall include escape provisions as follows:

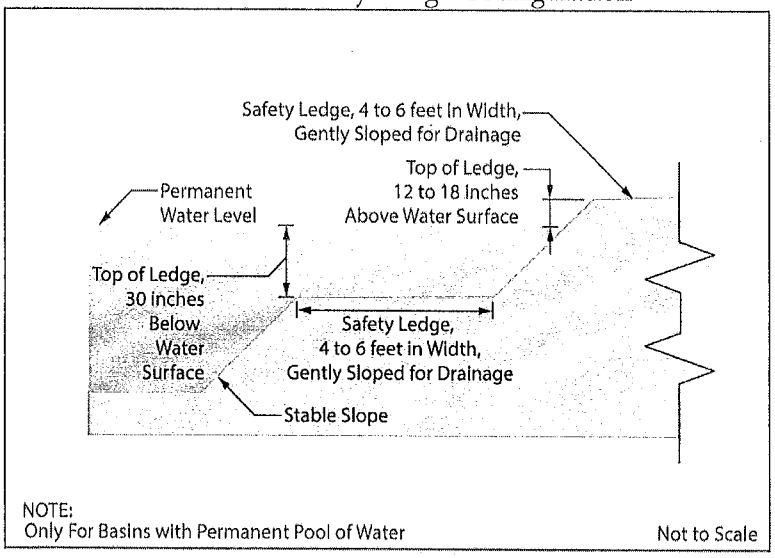
   i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to §29-8.C, a free-standing outlet structure may be exempted from this requirement;
   ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See §29-8.E for an illustration of safety ledges in a stormwater management BMP; and
   iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

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

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



§29-9. Requirements for a Site Development Stormwater Plan:

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at §29-9.C below as part of the submission of the application for approval.

2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.

3. The applicant shall submit twenty (20) copies of the materials listed in the checklist for site development stormwater plans in accordance with §29-9.C of this ordinance.

B. Site Development Stormwater Plan Approval

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

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

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

2. Environmental Site Analysis

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

3. Project Description and Site Plans

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

4. Land Use Planning and Source Control Plan

   This plan shall provide a demonstration of how the goals and standards of §29-3 through 29-5 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:

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

6. Calculations

   i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in §29-4 of this ordinance.
   ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of §29-10.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in §29-9.C.1 through 29-9.C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

§29-10. Maintenance and Repair:

A. Applicability

Projects subject to review as in §29-1.C of this ordinance shall comply with the requirements of §29-10.B and 29-10.C.

B. General Maintenance

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

2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.

3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.

4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.

5. If the party responsible for maintenance identified under §29-10.B.3 above is not a public agency, the maintenance plan and any future revisions based on §29-10.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.

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 §29-10.B.3 above shall perform all of the following requirements:

   i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
   ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
   iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by §29-10.B.6 and B.7 above.

8. The requirements of §29-10.B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department. In such event, a two-year maintenance bond, as authorized by N.J.S.A. 40:55D-53, shall be required in accordance with Section C, below.
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 municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.

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

§ 29-11. Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this Ordinance shall be subject to a civil fine and penalty not exceeding $2,000 or such other penalties consistent with N.J.S.A. § 40:49-5 and § 1-5 of the Township Code. Each and every day that the building, structure or land remains in violation of the provisions of this code after the deadline for compliance set forth in the notice of violation issued by the enforcing officer(s) shall be considered a continuing violation punishable as a separate and distinct offense. The Municipal Court or Superior Court shall have jurisdiction to hear and decide any action(s) brought to enforce the provisions of this code, and any final order imposing fines and penalties for a violation of this code shall be enforceable in the Municipal Court or Superior Court and collectible as a lien against the property of the violator in accordance with the Penalty Enforcement Law of 1999, N.J.S.A. 2A:58-10 to -12.

§29-11.1 Enforcement:

This section shall be enforced by the Township Property Maintenance Officer or the Township Engineer.

§29-12. Severability:

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

§ 29-13. Effective Date:

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

Introduced:
Adopted:
Effective Date:

TOWNSHIP OF MAHWAH

_____
David May, Council President

ATTEST:

_____
Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

DRAFT

2a,

ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING SECTION 13-2, BAMBOO, OF THE TOWNSHIP CODE TO CLARIFY LANGUAGE REGARDING PREXISTING BAMBOO

WHEREAS, on December 17, 2020, the Township Council of the Township of Mahwah adopted Ordinance No. 1918, which regulates the planning or growing of bamboo within the Township; and

WHEREAS, the Ordinance Committee has reviewed the Ordinance and recommends amendments to further clarify certain language regarding existing Running Bamboo.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follow:

SECTION 1. Section 13-2, Bamboo, of the Code of the Township of Mahwah is hereby amended to read as follows in its entirety:

§ 13- 2 BAMBOO

§ 13- 2.1 PURPOSE AND INTENT

The-purpose of this Ordinance is to preserve and protect private and public property from the damaging spread of running bamboo grasses and to protect indigenous plants and the wildlife they support from the invasive spread of such bamboo from any neighboring property line.

§ 13- 2.2 DEFINITIONS

A. Running Bamboo — Any inonopodial (running) woody grass from the genera of bamboos including, but not limited to, Bambusa, Phyllostachys and Pseudosasa, as well as common bamboo, golden bamboo and arrow bamboo.

B. Running Bamboo Property Owner(s) — Any property owner(s) or tenant(s) who, or which, have Running Bamboo on their property, even if the Bamboo has spread onto their property from an adjoining property.

C. Buffer Zone — A distance of at least 10 feet from any lane, street or road, whether public or private, or from any neighboring property, whichever is more restrictive for the Running Bamboo Property Owner.

D. Township — The Township of Mahwah, Bergen County, New Jersey.

E. Notice — Any written notice by, from or on behalf of the Township, notifying the Running Bamboo Property Owner(s) that they are in violation of this Ordinance and directing them to cure or fix the violation, Such Notice shall be sent by certified mail,

return receipt requested, addressed to the owner(s) listed on the current tax address on file with the Township. A copy may also be posted on the property in question.

F. Receipt of Notice -- Receipt of the Notice required herein shall be the date of mailing said Notice, or, if applicable, posting of the Notice on the property in question, whichever is earlier.

§ 13-2.3 NO PLANTING OF RUNNING BAMBOO

A. The planting of Running Bamboo is prohibited in the Township of Mahwah.

B. Any existing Running Bamboo may not be replanted or replaced after any such existing Running Bamboo has died or been removed.

C. Any person who plants or replants Running Bamboo within the Township limits after the effective date of this Ordinance shall be in violation of this Ordinance and shall be subject to the penalties set forth herein, subject to the following exceptions:

1. The root system of such Running Bamboo is entirely contained within an above ground planter and located so as to entirely prevent the spread or growth of the bamboo plants' root system beyond the container in which it is planted; or

2. The root system is contained within a barrier, constructed in accordance with the following specifications:

   a. The barrier itself shall be composed of a high density polypropylene or polyethylene, with a minimum thickness of 40 mm;

   b. Each portion of the barrier shall be joined together by the use of stainless steel strips or clamps;

   c. The barrier shall be a minimum of 30 inches deep, with 2- 3 inches of the barrier protruding above ground level around the entire perimeter of the bamboo;

   d. When installed, the barrier shall slant outward from the bottom to top.

3. Whether planted or growing in a container, as described herein, all bamboo plants shall be located, trimmed and maintained so that no part of the plant shall be closer than 10 feet from any property line.

§ 13-2.4. REGULATION OF AND LIMITATIONS ON EXISTING RUNNING BAMBOO

A. If Running Bamboo is located upon any property within the Township prior to the effective date of this ordinance, the Running Bamboo Property Owner shall be

required to confine the Running Bamboo to prevent encroachment, spread, invasion or intrusion of same onto any other private or public property or public right-of-way. In lieu of confining the species, the Running Bamboo Property Owner may elect to totally remove the Running Bamboo from the property and all affected properties. Failure to properly confine such Running Bamboo shall require removal as set forth in § 13-2.5. The cost of said removal shall be at the Running Bamboo Property Owner's expense. This duty to confine shall not apply if the Running Bamboo Property Owner can establish to the satisfaction of the Property Maintenance Officer that the Running Bamboo on the property at the time of the adoption of this ordinance originated on another property.

~~Any Running Bamboo already in existence on any property within the Township limits as of the effective date of this Ordinance may remain on such property.~~

B. ~~Except as permitted under Section 13-2.4,A, running Bamboo Property Owner(s) shall take all necessary measures to ensure that any Running Bamboo on their property does not exist within any Buffer Zone, Such measure shall include, but are not limited to, cutting down Running Bamboo existing in the Buffer Zone and physically removing or poisoning the Rhizomes or spraying any regrowth for several years until the Running Bamboo is dead and, if Running Bamboo is permitted to remain outside the Buffer Zone, installing sheathing comprised of metal or other impenetrable material and placed no less than 10 feet from the property line at a sufficient depth to prevent any growth of Running Bamboo within any Buffer Zone~~.This Ordinance shall not be deemed to alter any rights at common law or otherwise that any property owner may have to recover the cost of removal of Running Bamboo on their own property from another property owner from whose property the Running Bamboo has spread.

§ 13-2.5 REMOVAL OF RUNNING BAMBOO

If Running Bamboo on any property grows in or into any Buffer Zone after the effective date of this ordinance, The Township shall give Notice to the Running Bamboo Property Owner(s), as required by this Ordinance, that the said Property Owner(s) are responsible for the extermination or removal of such Running Bamboo from the Buffer Zone.

§ 13-2.6 INSPECTION

All places and premises in the Township of Mahwah shall be subject to inspection by the Property Maintenance Officer to determine compliance with this Ordinance.

§ 13-2.7 VIOLATIONS AND PENALTIES

A. Whenever Running Bamboo as defined by this section is found planted in the ground on any plot of land, lot or any other premises or place, in violation of this ordinance, a notice of violation shall be given to the Running Bamboo Property Owner, in writing, giving said owner 10 days to remove or abate the same.

B. The cost of the abatement shall be borne by the Running Bamboo Property Owner.

C. If the Running Bamboo Property Owner fails to comply with such notice, the Property Maintenance Officer may remove or otherwise control the invasive plant species and the Township may thereafter recover the cost of such removal from the Running Bamboo Property Owner and place a lien on the property to recover the cost of the removal.

D. Any person violating any of the provisions of this Ordinance who fails to abate the violation after notice shall be subject to the following penalties:

1. A fine, not to exceed $ 1,000.00, plus the costs of prosecution, for each day on which a violation has occurred, and for which the property owner has been found guilty.

2. Each day on which the violation occurs shall constitute a separate offense under this Ordinance.

SECTION 2. If any section, paragraph, subsection, clause or provision of this ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any part thereof.

SECTION 3. All ordinances or parts of ordinances of the Township heretofore adopted that are inconsistent with any terms and provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. This ordinance may be renumbered for the purposes of codification.

SECTION 5. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced:
Adopted:
Effective Date:

TOWNSHIP OF MAHWAH

_____
David May, Council President

ATTEST:

_____
Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

26

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution #xxx-21

Date: xxxx, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

RESOLUTION ADOPTING AN ANTI-NEPOTISM POLICY

WHEREAS, the Township of Mahwah is committed to the highest ethical standards and accordingly desires to adopt an Anti-Nepotism Policy in support of this ongoing commitment.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah that the following Anti-Nepotism Policy is hereby adopted to be applied prospectively and included in the Employee Handbook:

ANTI-NEPOTISM POLICY

A. ADOPTION.

The Mayor and Township Council of the Township of Mahwah declare that an anti-nepotism policy (the "Policy") should be adopted to be applied prospectively and included in the Employee Handbook.

B. DEFINITIONS AND WORD USAGE.

(1) As used in this Policy, the following terms shall have the meanings indicated:

Appointed Official - An individual, appointed either by the Mayor and/or Township Council, to any "local government agency" as that term is defined within N.J.S.A. 40A:9-22.3(e) and includes, but is not limited to, appointees to the Zoning Board of Adjustment, Planning Board, and any other agency or board within the Township of Mahwah, as well as any other independent local authority or entity created by the Township of Mahwah, which performs functions other than of a purely advisory nature and/or one in which the members receive compensation.

Elected Official - The Mayor and members of Township Council.

(1) Wherever and whenever this Policy mentions or references "family member" or "relative," same refers to a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act.

C. HIRING AND SUPERVISION OF EMPLOYEES.

(1) No person who is a relative or family member of any Township elected official or the Township Administrator shall be considered for employment as an employee of the Township. This prohibition does not apply to part-time or seasonal employment. This shall not restrict nor prohibit the continued employment of individuals to a position or positions with the Township where a relative of a permanent employee is elected after the date of the permanent employee's start date of employment with the Township.

(2) No elected official can serve as liaison to any department that employees any member of that elected official's family.

(3) No Township employee shall be in a position that provides supervision over a member of his or her family. This precludes the acceptance of applications for full-time, part-time or seasonal employment from relatives for positions in the same department where supervision conflicts exist or, through promotion, potential conflict could exist. This policy does not apply to present employees of the Township.

(4) These policies are not for the purpose of depriving any citizen of an equal chance for a government job, but solely to eliminate the potential for preferential treatment of the relatives of government personnel or elected officials. These policies will not deprive any permanent employee as of the date of these policies of any promotional right in the normal career development nor change the existing status of any permanent employee. None of these policies apply to any unpaid volunteer positions.

D. PROMOTION OF EXISTING EMPLOYEES.

No elected official, appointed official or supervisor may participate in the promotion process, or any other personnel matter, of any existing municipal employee who is a relative or family member of such elected official, appointed official or supervisor.

E. APPOINTMENTS

(1) No relative or family member of an elected official shall be appointed to the position of any municipal professional who receives compensation, or to any "local government agency" as that term is defined within N.J.S.A. 40A:9-22.3(e) and includes, but is not limited to, the Zoning Board of Adjustment, Planning Board, and any other agency or board within the Township of Mahwah, as well as any other independent local authority or entity created by the Township of Mahwah, which performs functions other than of a purely advisory nature and/or one in which the members receive compensation.

(2) No relative or family member of an appointed official shall be appointed to the position of any municipal professional who receives compensation, and includes professionals

who provide services to the Township or to any "local government agency" within the Township, as that term is defined within N.J.S.A. 40A:9-22.3(e), and includes, but is not limited to, the Zoning Board of Adjustment, Planning Board, and any other agency or board within the Township of Mahwah, as well as any other independent local authority or entity created by the Township of Mahwah.

F. PRESERVATION OF RECORDS

All statements, complaints, requests or other written materials filed pursuant to this chapter, or other official papers prepared pursuant to this chapter, shall be preserved for a period of at least five years from the date of filing or preparation.

I hereby certify that this resolution consisting of three (3) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the XXth day of XXX, 2021.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

Shelbourne at Hunterdon
53 Frontage Road Suite 110
Hampton, New Jersey 08827

Main: 877 627 3772

3a

Colliers
Engineering
& Design

April 1, 2021

VIA EMAIL

Benjamin Kezmarsky, Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

2021 Affordable Housing Litigation Services
Colliers Engineering & Design Project No. MWT-011J

Dear Mr. Kezmarsky,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit the following proposal for continued professional planning services to assist the Township in maintaining immunity and ultimately achieving constitutional compliance with its affordable housing obligation.

The following scope of services is proposed:

Affordable Housing Services

Colliers Engineering & Design will perform the following tasks, as requested by the Township, Special Master, and/or Court:

1. Attend Subcommittee, Planning Board, and Council meetings as requested.
2. Coordinate and meet with the Township Attorneys, Affordable Housing Sub-committee, and Township Officials as needed.
3. Revise ordinances and any other documents as requested by the Township.
4. Assist with implementation of the rehabilitation program, extension of controls program, affordability assistance programs, and implementation of 70 Island Road.
5. Assist and coordinate with the Township's Professionals regarding Franklin Heights' deed restrictions, extensions, and/or illegal rentals.
6. Support and coordinate with the Township on new affordable housing mechanisms.
7. Assist with the annual unit and trust fund monitoring.
8. Any other work as directed by the Township regarding affordable housing.

Fee

The above tasks shall be invoiced on an hourly basis in accordance with the rates in the Schedule of Hourly Rates that are in effect, and included in the professional services agreement between the Township and Colliers Engineering & Design, when the work is completed. These tasks will be completed as needed and requested, up to the maximum upset fee. The below is an estimate of what we believe should be budgeted to assist with the ongoing affordable housing issues. However, it is possible that the work required by the Township may exceed this number. We will not exceed the amount below without prior written authorization from the Township. The maximum upset fee for this proposal is as follows:

Colliers
Engineering
& Design

Task Name	Fee
Affordable Housing Services	$ 15,000.00

All work shall be invoiced in accordance with the terms and provisions of the agreement between the Township and Colliers Engineering & Design for professional services.

We want to thank the Township for providing the opportunity to perform this most important work. If you have any questions or clarifications regarding the scope of work, please do not hesitate to call our office.

Sincerely,

Colliers Engineering & Design

Darlene A. Green, PP, AICP
Project Manager

Deborah Alaimo Lawlor, FAICP, PP
Discipline Leader, Planning Services

cc: David May
Leonardo E. Ponzio, PLS

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Colliers
Engineering
& Design

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature	Date
Printed Name	Title

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3c1

Township Of Mahwah

Municipal Offices: 475 Corporate Drive
P.O. Box 733 • Mahwah, NJ 07430
Tel: 201-529-5757
Fax: 201-529-0061

Office of Administration

www.mahwahtwp.org

DATE: April 8, 2021

TO: Township Council

FROM: Joanne Becker, QPA

RE: Rapid Pump & Meter Service Co.
Alternate Non-Fair and Open Compliance

NUMBER OF PAGES INCLUDING THE COVER PAGE: 1

DPW Water/Sewer Utilities Department requested quotes for repairs to various Township water well and sewer pump stations. Rapid Pump & Meter Service Company is the lowest responsive vendor, for repairs to various Township water well and pump stations and is within the Local Public Contract Law bid threshold of $44,000.00. However, it is anticipated that payments to this vendor will exceed the Pay to Play threshold of $17,500.00.

Administration has requested and received a Business Entity Discloser Certification from Rapid Pump & Meter Service Company.

Therefore, pursuant to N.J.S.A. 19:44A-20.4 et seq., Administration is requesting that the Township Council consider at the April 15, 2021 Council meeting, a resolution recognizing the approval of alternate non-fair and open compliant agreement with Rapid Pump & Meter Service Company, as the approved lowest responsive/responsible vendor for repair services to the Township's various sewer pump and lift stations not to exceed $44,000.00.

c: Mayor James Wysocki
Ben Kezmarsky, Business Administrator
Fred Semrau, Esq., Township Attorney
Kathrine Coviello, Township Clerk
Joseph Kovalcik, CFO
Brian Vanderbeek, Water/Sewer Supervisor
John Darby, Water Foreman
Sean Templin, Sewer Foreman.
Rapid Pump & Meter Service Co.

3C2

Township Of Mahwah

Municipal Offices: 475 Corporate Drive
P.O. Box 733 • Mahwah, NJ 07430
Tel: 201-529-5757
Fax: 201-529-0061

Office of Administration

www.mahwahtwp.org

DATE: April 8, 2021

TO: Township Council

FROM: Joanne Becker, QPA

RE: Seagrave Fire Apparatus, LLC
Alternate Non-Fair and Open Contract

NUMBER OF PAGES INCLUDING THE COVER PAGE: 1

The Fire Department has a need to purchase various unrelated firefighting equipment. As the lowest responsive/responsible vendor, Seagrave Fire Apparatus, LLC, 7285 Solutions Center, Chicago, IL 60677, is being awarded purchases of which the total will exceed the $17,500.00 Pay to Play threshold, but will not exceed the $44,000.00 bid threshold, within a one year period.

Administration has requested and received a Business Entity Discloser Certification from Seagrave Fire Apparatus, certifying that it has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq.

Therefore, pursuant to N.J.S.A. 19:44A-20.4 et seq., Administration is requesting that the Township Council consider at the April 15, 2021 Council meeting, a resolution recognizing the approval of an alternate non-fair and open contract to Seagrave Fire Apparatus, LLC, for the purchase of various firefighting equipment, not to exceed $44,000.00, for the one year period ending December 31, 2021.

c: Mayor James Wysocki
Ben Kezmarsky, Business Administrator
Fred Semrau, Esq., Township Attorney
Kathrine Coviello, Township Clerk
Joseph Kovalcik, CFO
Cord Meyer, Fire Chief
Seagrave Fire Apparatus, LLC

Constellation
An Exelon Company

3d

Agreement is Not Valid Unless Executed by Seller

Third Party Supplier Contract Summary for Township of Mahwah
Accounts and Addresses listed below in Account Schedule

Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier.	Constellation NewEnergy, Inc. (BPU license # ESL-0016) will be responsible for supply of your electricity. You can call us at our toll-free number 1-877-997-9995 between 8:00 AM and 8:00 PM eastern prevailing time (not including weekends or holidays) or email us at customercare@constellation.com. www.constellation.com Constellation NewEnergy, Inc. 150 W. State Street Trenton, NJ 08608
Price Structure	Your contract price includes the price of electricity supply, and is subject to any charges you elected to pass through as set forth in the Cost Components section below. After the initial term, we may convert your Accounts to a monthly holdover term. The holdover term is calculated based on the Day Ahead Locational Based Marginal Price for the zone in which your account is located as published by the PJM Interconnection, plus a fixed adder, plus other costs as further described in your Agreement. Your contract price includes New Jersey Sales and Use Tax.
Generation/supply Price	**$0.05165/kWh** during the initial term;
Statement Regarding Savings:	During the term of your contract, the price may be higher or lower than the EDC's price-to-compare, which changes over time based upon your EDC's procurement structure. Therefore savings are not guaranteed.
Amount of time required to change from Constellation back to default service or another TPS.	Upon your termination of this contract, we will return you to being supplied by your local utility or alternate supplier at your next available meter read date. You will continue to remain responsible for payment for electricity and related costs and charges incurred under this contract through such meter read date.
Incentives	
Right to Cancel/Rescind	You will receive a notice from your utility confirming your selection of Constellation as your supplier. **You may not rescind this Agreement.**
Contract Start Date	We will begin supplying electricity to your account on the next applicable meter read date after the utility process your enrollment.
Contract Term/Length	60 Months
Cancellation/Early Termination Fees	If you terminate this Agreement you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount Constellation would be able to resell such related services. You will also be liable for all past due amounts as well as any costs incurred by Constellation in connection with collecting any such amounts.
Renewal Terms	At the end of the Term of this Agreement, if you do not affirmatively consent to new terms, we shall either return you to being served by your utility or continue to serve you on a month-to-month holdover term.
Distribution Company Information	Your local utility is responsible for the actual delivery of electricity to your business. In cases of emergencies relating to your service, such as a power outage, please call your local utility Public Service Electric & Gas 1-800-880-7734 www.pseg.com; Atlantic City Electric Company 1-800-833-7476 www.atlanticcityelectric.com; Jersey Central Power & Light 1-888-544-4877 www.firstenergycorp.com

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Sales Rep: Shaun M Bodrog G385996.999834.0 385996 Printed: 4/15/2021

Township of Mahwah ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Affirmative Consent. You expressly acknowledge and agree that by executing this Agreement, you are providing "affirmative authorization" and "affirmative consent" as may be required by Sections 14.4-7.6(L) and 14.4-7.12 of the New Jersey Administrative Code for price variability pursuant to Section 5 of the General Terms and Conditions below.

Cost Components. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions. If a cost component below is listed as "Included in Price" then such cost(s) are included in the contract price(s) in the Account Schedule below and are only subject to change if there is a change in law as described in Section 5 of the General Terms and Conditions below.

Energy Costs	Included in Price
Ancillary Services And Other ISO Costs	Included in Price
Auction Revenue Rights Credits	Included in Price
Capacity Costs	Included in Price
NITS Costs	Included in Price
Transmission Enhancement Costs	Included in Price
Transmission Loss Credits	Included in Price
Line Loss Costs	Included in Price
FERC Order 745 Costs	Included in Price
Balancing Congestion Costs	Included in Price
Transmission Reallocation Costs	Included in Price

The contract price(s) in the Account Schedule below include the anticipated costs associated with certain market reforms contemplated under FERC Docket No. EL19-58 and ER19-1486, including all sub-dockets.The contract prices contained in the Account Schedule include credit costs and margin and applicable New Jersey Sales and Use Taxes at the levels required by currently applicable law as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Selecting either NITS Costs or Transmission Enhancement Costs as "Included in Price" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in NITS Costs or Transmission Enhancement Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates. You have elected the "Included in Price" option for your "Capacity Costs" as noted in the table above. "Included in Price" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For avoidance of doubt, except as otherwise agreed to herein, your contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' Peak Load Contribution provided by the UDC and adjusted to apply any applicable ISO adjustment factors.

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Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to EMEX, LLC DBA Energy Market Exchange ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + $ 0.019193 (inclusive of New Jersey Sales and Use Tax)/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within thirty (30) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New Jersey that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Environmental Disclosure Information. Our electricity supply may be purchased from any number of sources. We are not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of our electricity products is included as Exhibit A attached hereto and incorporated herein by reference, will be provided to you periodically with your invoices, is available upon request and will be updated periodically.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 1-844-6-ENERGY, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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Consumer Protections. Additional information may be obtained by contacting the New Jersey Board of Public Utilities Division of Customer Assistance (9:00 a.m. to 4:00 p.m.), in state at 800-624-0241 and out of state at 609-341-9188. This Agreement will also be subject to all applicable consumer protection laws of the United States and the State of New Jersey, to the extent allowed by applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Rockland Electric Company	RECO	1-877-434-4100

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.		**Customer:**	**Township of Mahwah**
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	
Address:	1001 Louisiana St. Constellation Suite 2300 Houston, TX 77002 Attn: Contracts Administration	Address:	18 Janice Ct Mahwah, NJ 07430
Fax:	888-829-8738	Fax:	
Phone:	844-636-3749	Phone:	
		Email:	

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General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's $/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Deration Credits" means the transmission loss deration value for each Account as accounted for by the ISO for the applicable UDC. Only if Deration Credits are noted as included in the contract price will (a) the Retail Service Price reflect the transmission loss deration value and (b) the Line Loss Costs be calculated in accordance with Line Loss Costs as "Passed Through" (as further described below and expressly not including the transmission loss deration value).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Included in Price," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable price or locational marginal price for the corresponding usage.

"NITS Costs" means the cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT Tariff for the provision of transmission service within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, as determined by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Enhancement Costs" means the Transmission Enhancement charges or credits as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. To the extent permitted by Law, we reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

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3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in tariff or law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was ***not*** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. Obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. Furthermore, the parties acknowledge and agree that the UDC is responsible for the delivery of electricity to your Account(s) and they may terminate the supply to your Account due to your non-payment of their invoices or as otherwise allowed. If you are in default under this Agreement we may exercise our rights under sections 3 and 4 above, but such rights do not include that ability to shut off delivery to your Account(s).

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will **not rely** on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and

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not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law (including, but not limited to, the New Jersey Open Public Records Act), you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Environmental Information Disclosure (EID) for the Electricity Product of Constellation

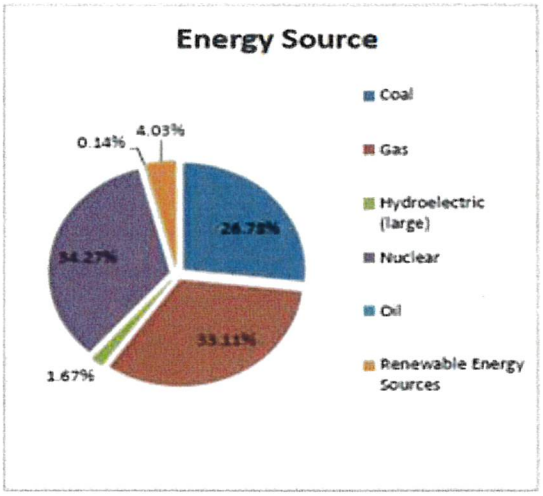
Electricity Supplied from June 1, 2018 to May 31, 2019

1. Below is an illustrative example of the resources used to generate electricity for Constellation customers.
2. The PJM System Mix provided in the standard format below is to be used as the default EID Label when a TPS or EDC has not made an affirmative claim about the environmental characteristics of their product.
3. A Third Party Supplier or EDC may substitute product specific information if it makes an affirmative claim that the electricity mix used in its product exceeds the standard default mix including the State mandates for Renewable Portfolio Standard compliance. This label must be submitted to the NJ BPU Office of Clean Energy for verification.
4. If a TPS or EDC uses substitute data to substantiate an environmental claim, the EID label must include the TPS or BGS Providers emissions data in lb/MWh for comparison with PJM benchmark as described below.
5. If a TPS or EDC uses substitute data to substantiate an environmental claim, the EID label must also include a graphical representation of the TPS or BGS Provider's emissions data as a percentage of PJM benchmark as described below.
6. If a TPS or EDC uses substitute data to substantiate an environmental claim based upon the retirement of RECs beyond that required by NJ law, the EID label with sufficient documentation to determine generation sources and emissions must be submitted to the NJ BPU Office of Clean Energy for verification.

Energy Source

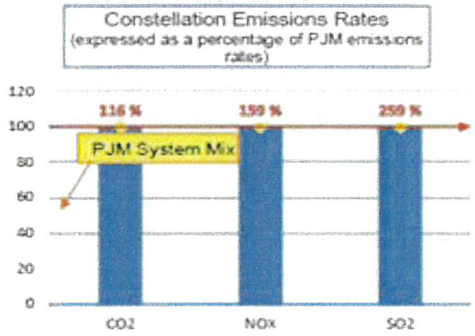
Constellation relied on these energy resources to provide the electricity product.

Coal	26.78%
Gas	33.11%
Hydroelectric (large)	1.67%
Nuclear	34.27%
Oil	0.14%
Renewable Energy Sources	
Captured methane gas	0.29%
Fuel cells	0.03%
Geothermal	0.00%
Hydroelectric(small)	0.00%
Solar	0.28%
Solid waste	0.51%
Wind	2.72%
Wood or other biomass	0.20%
Total:	100.00%
Renewable Energy Sources Subtotal	4.03%



Air Emissions Rates

Pursuant to N.J.A.C. 14:8-3.1(b)2, air emission rates for CO2, NOX, and SO2 associated with the fuel mix must be reported in units of pound per megawatt-hour (lb/MWh). The Benchmark Energy Source and emission rate data is the PJM System Mix for EY 2019 and represent the average amount of air pollution associated with the generation of electricity in the PJM region. The PJM System Mix average emission rate for all electricity generation in the PJM Region can be used for comparison when a NJ TPS or BGS Provider supplies actual emission data for a product making an affirmative environmental claim that exceeds the NJ Renewable Portfolio Standards. CO2 is a "greenhouse gas" which may contribute to global climate change. NOX and SO2 react to form acids found in acid rain. NOX also reacts to form ground level ozone, an unhealthful component of "smog."



Data Source	CO_2 (lb/MWh)	NO_X (lb/MWh)	SO_2 (lb/MWh)
PJM System Mix	891.01	0.49	0.66
Constellation	891.01	0.49	0.66

	CO_2	NO_X	SO_2
% of PJM Emissions	100	100	100
PJM Benchmark (%)	100	100	100

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Sales Rep: Shaun M Bodrog G385996.999834.0 385996 Printed: 4/15/2021

ACCOUNT SCHEDULE:
For: Township of Mahwah
The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on 04/15/2021

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 5

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
RECO	0123092008	550 Route 202 LITE 0, REC BLDG, Mahwah, NJ 07430	12/28/2021	12/27/2026	$0.05165
RECO	0633044005	177 Franklin Tpke LITE, STREET SCAPE, Mahwah, NJ 07430	12/28/2021	12/27/2026	$0.05165
RECO	0918044005	177 Franklin Tpke LITE, STREET SCAPE E Ramapo Ave LITE, Mahwah, NJ 07430	12/29/2021	12/28/2026	$0.05165
RECO	1149164000	70 E Ramapo Ave, Field Lighting, Mahwah, NJ 07430	12/29/2021	12/28/2026	$0.05165
RECO	9954848008	Street Lights Lite, Mahwah, NJ 07430	12/02/2021	12/01/2026	$0.05165

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

FOR INTERNAL USE ONLY

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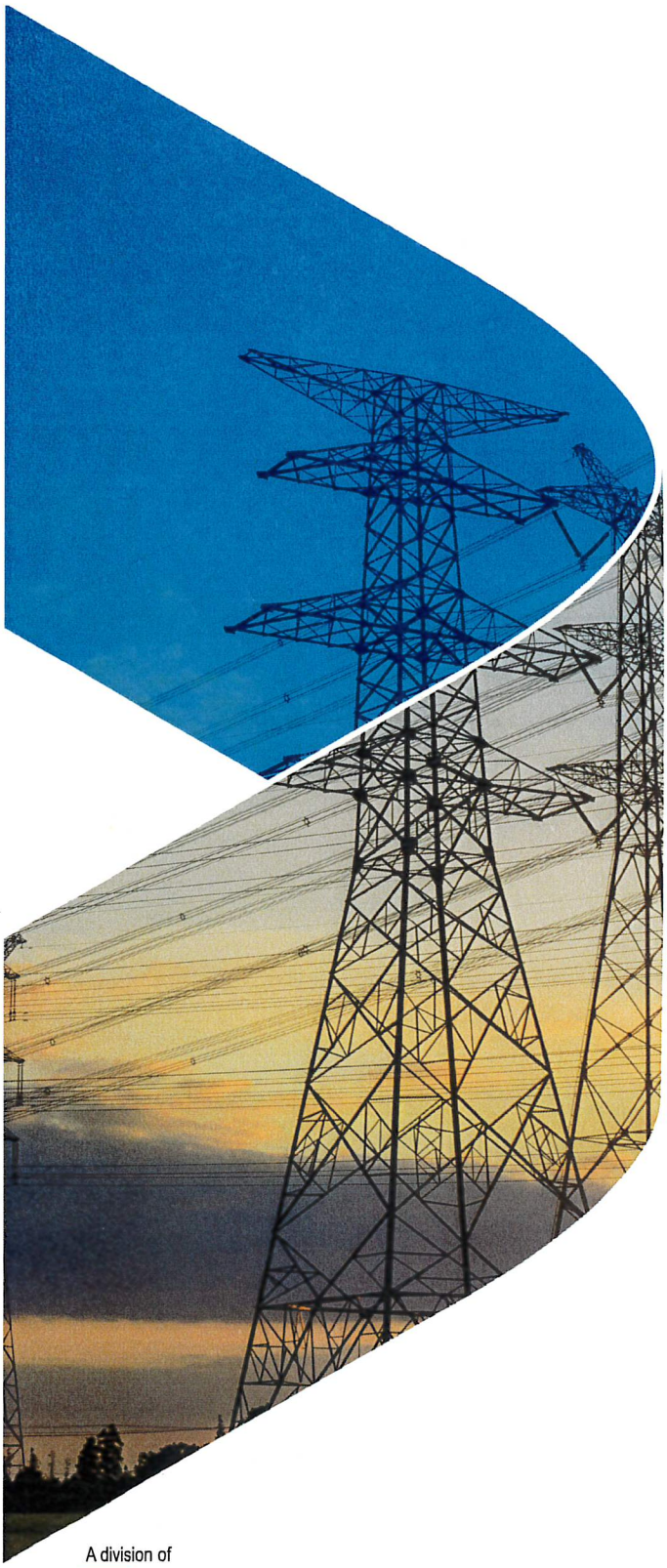
Sales Rep: Shaun M Bodrog G385996.999834.0 385996 Printed: 4/15/2021



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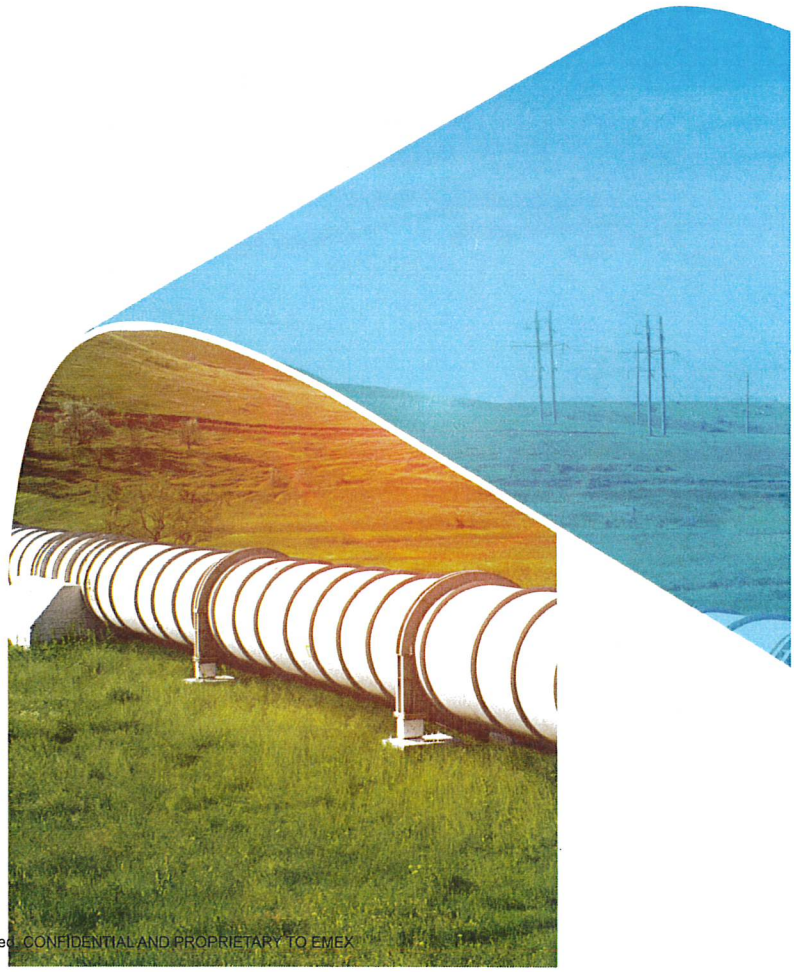
ELECTRICITY PROPOSAL

PREPARED EXCLUSIVELY FOR:

Township of Mahwah (Lighting Meters)

PREPARED BY:

Mike Stoller
Director, National Energy Portfolio
713-521-9797 ext. 750
stoller.m@emexllc.com
www.energymarketexchange.com



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Pricing Presentation Sheet

Prepared For: Township of Mahwah (Lighting Meters)
Product Type: Fixed, All-Inclusive (No Pass-Through)

Start Date: 12/01/2021
Market: PJM NJ
Pricing Date: 04/15/2021
Annual Usage: 1,169,373

Reverse Auction Results Analysis

Your Current Supplier and Benchmark Price

Supplier Name	Quote Term (Months)	Rate ($ per kWh)	Supply-Related Taxes	Est. Annual Supply Cost
Direct Energy	MTM	$0.05274	Included	$61,672.73

Quotes We Have Obtained for You

Supplier Name	Quote Term (Months)	Rate ($ per kWh)	Supply-Related Taxes	Est. Annual Supply Cost
Constellation Energy	12	$0.05225	Included	$61,099.74
Constellation Energy	24	$0.05180	Included	$60,573.52
Constellation Energy	36	$0.05190	Included	$60,690.46
Constellation Energy	48	$0.05185	Included	$60,631.99
Constellation Energy	60	$0.05165	Included	$60,398.12
Direct Energy Business	12	$0.05242	Included	$61,298.53
Direct Energy Business	24	$0.05181	Included	$60,585.22
Direct Energy Business	36	$0.05193	Included	$60,725.54
Direct Energy Business	48	$0.05188	Included	$60,667.07
Direct Energy Business	60	$0.05173	Included	$60,491.67
Indra Energy	12	$0.05602	Included	$65,508.28
Indra Energy	24	$0.05500	Included	$64,315.52
Indra Energy	36	$0.05600	Included	$65,484.89

Estimated Annual Savings	**$1,274.62**	**2.07%**

Estimated Savings Over Contract Term(60 Mo. Term) **$6,373.08**

CONTACT INFORMATION
Name: Mike Stoller
Title: Director, National Energy Portfolio
Email: stoller.m@emexllc.com
Phone: 713-521-9797 ext. 750

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www.energymarketexchange.com

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third-party supplier rates as provided to Broker. Broker does not warrant, represent, or guarantee any particular results or savings as a result of choosing a particular electricity supply procurement strategy.

"Estimated Annual Supply Cost" (1) is based on the rate multiplied by actual or estimated historical annual usage, with no material changes in usage patterns or pass-through charges during the term and (2) contain estimates of line losses, renewable energy charges, forward capacity charges, ancillary charges, and administrative adders--as well as customer capacity tags--that are based on industry averages and/or historical market trends and are not particular to individual clients' circumstances. Costs of competitive supply are impacted by many factors unique to a competitive supply contract and each client's usage patterns.

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RESOLUTION

TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

DRAFT

Resolution # 3e

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

BE IT RESOLVED, that the Temporary Appropriations introduced at the annual meeting of the Mayor and Council of the Township of Mahwah, January 4, 2021, be amended as follows:

CURRENT FUND

By increasing the following Appropriations:
Operations – excluded from "CAPS" to:
Bergen County Prosecutor's Office
Municipal Escrow Account $119,789.75

BE IT FURTHER RESOLVED, that the total appropriations will now be $18,972,373.02 hereby certify this to be a true copy of a resolution adopted by the Mayor and Council of the Township of Mahwah at a regular meeting held on the 15th of April, 2021.

I hereby certify that this resolution consisting of one (1) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 15th day of April, 2021.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

TOWNSHIP OF MAHWAH
ORDINANCE NO. 1930

AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, TO ADOPT THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION'S MODEL ORDINANCE FOR STORMWATER CONTROL

WHEREAS, the Township of Mahwah regulates the control and discharge of stormwater through the use of stormwater best management practices and nonstructural stormwater management strategies; and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP" or the "Department") has adopted amended stormwater management regulations and requires municipalities to revise their stormwater control ordinances in accordance with the regulations.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, in the County of Bergen and State of New Jersey, as follows:

SECTION 1. Land Development: Volume II, Chapter 29, Stormwater Control §§ 29-1 through 29-13 are hereby repealed in their entirety and replaced with the following language:

§29-1. Scope and Purpose:

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this ordinance is to establish minimum stormwater management requirements and controls for "major development," as defined below in §29-2.

C. Applicability

1. This ordinance shall be applicable to the following major developments:

a. Non-residential major developments; and
b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.

2. This ordinance shall also be applicable to all major developments undertaken by the Township of Mahwah.

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

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

§29-2. Definitions:

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

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

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

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

"Compaction" means the increase in soil bulk density.

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

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

"County review agency" means an agency designated by the County Board of Chosen Freeholders to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

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

"Department" means the Department of Environmental Protection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Municipality" means any city, borough, town, township, or village.

"New Jersey Stormwater Best Management Practices (BMP) Manual" or "BMP Manual" means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department's determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with §29-4.F. of this ordinance and N.J.A.C. 7:8-5.2(g), that the

proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

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

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

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

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

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

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

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

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

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or

quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

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

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

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

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

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

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

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

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

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

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

"Stormwater management planning area" means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater

management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

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

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

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

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

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

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

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

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

§29-3. Design and Performance Standards for Stormwater Management Measures

A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:

1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.

B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

§29-3A Nonstructural Stormwater Strategies

A. Standards for nonstructural management measures are as follows:

1. Buffers. Buffer areas are required along all lot and street lines separating residential uses from arterial and collector streets, separating a nonresidential use from either a residential use or residential zoning district line, as noted in subsection 24-6.11 of the Township Code, and along all street lines where loading and storage areas can be seen from the street.

   The buffer requirements as stated in the Township Code subsections 22-6.5 and 24-6.11 should be considered.

   The buffer area shall use native vegetation, which requires less fertilization and watering than non-native species. Buffer areas may be used for stormwater management by disconnecting impervious surfaces and treating runoff from these impervious surfaces. Preservation of natural wood tracts and limiting land disturbance for new construction must be incorporated where practical.

2. Curbs and gutters. Curb cuts or flush curbs with curb stops are encouraged where practical to allow vegetated swales to be used for stormwater conveyance and to allow the disconnection of impervious areas where practical.

3. Drainage systems. Township Code subsections 22-6.6c, 24-8.5d and 26-9.6 require that all properties and streets be provided with inlets and pipes where the same are necessary for proper drainage. The use of natural vegetated swales in lieu of inlets and pipes are encouraged where practical.

4. Driveways and accessways. The use of pervious paving materials to minimize stormwater runoff and promote groundwater recharge should be considered for driveways and access ways where practical. Consideration should be given for subsurface soil conditions. The use of crowned driveways is also encouraged to promote disconnectivity between impervious surfaces and grass areas to promote groundwater recharge.

5. Natural features. Natural features, such as trees, brooks, swamps, hilltops, and views, are to be preserved whenever possible, and that care be taken to preserve selected trees to enhance soil stability and landscaped treatment of the area. In addition, forested areas shall be maintained to ensure that leaf litter and other beneficial aspects of the forest are maintained in addition to the trees.

6. Nonconforming uses, structures or lots. If an applicant/owner of an existing use proposes additions or alterations that exceed the permitted building and/or lot coverage percentages, as specified in the Township Code, the applicant should mitigate the impact of the additional impervious surfaces unless the stormwater management plan for the development provided for these increases in impervious surfaces. This mitigation effort must address water quality, flooding and groundwater recharge.

7. Off-site and off-tract improvements. Any off-site and off-tract stormwater management and drainage improvements must conform to the design and performance standards described.

8. Off-street parking and loading. Subsection 22-6.2 of the Township Code states the off-street parking and loading requirements in the Township. Parking lots with more than 10 spaces and all loading areas should allow for flush curb with curb stop, or curbing with curb cuts to encourage developers to allow for the discharge of impervious areas into landscaped areas for stormwater management. The use of natural vegetated swales for the water quality design storm, with overflow for larger storm events into storm sewers should be utilized where practical.

   A developer may demonstrate that fewer spaces may be required, provided area is set aside for additional spaces if necessary, as noted in subsection 22-6.2i of the Township Code. Pervious paving could be provided in overflow parking areas.

9. Performance standards. Subsection 24-8.4 "Performance Standards" of the Township Code shall apply to all applicable uses within the Township. All pollution sources must be evaluated in order to prohibit materials or wastes from being deposited upon a lot in such form or manner that they can be transferred off the lot, directly or indirectly, by natural forces such as precipitation, evaporation or wind. Materials and wastes that might create a pollutant or a hazard shall be enclosed in appropriate containers.

10. Shade trees. Subsection 22-6.5a of the Township Code requires shade trees to be planted in the front yard along the Street ROW. Chapter 14, and Subsections 22-6.5a and 28-3.7, of the Township Code restricts and otherwise controls the removal of mature trees throughout the Township. The applicant's plans should recognize that the preservation of mature trees and forested areas must be considered in the management of environmental resources, particularly watershed management, air quality, and ambient heating and cooling. A "critical disturbance area" that extends beyond the driveway and building footprint where clearing of trees cannot occur shall be depicted on the plan minimizing land disturbance. Identification of forested areas and the percentage of wooded areas be protected from disturbance shall also be provided

11. Sidewalks. In addition to the requirements set forth in subsection 22-6.7c of the Township Code, sidewalks should be designed to discharge stormwater to neighboring lawns where feasible to disconnect these impervious surfaces or use permeable paving materials where appropriate.

12. Soil erosion and sediment control. In addition to subsection 28-3.5 of the Township Code, the applicant shall comply with the New Jersey Soil Erosion and Sediment Control Standards and should incorporate designs to retain and protect natural vegetation; minimize and retain water runoff to facilitate groundwater recharge; and install diversions, sediment basins, and similar required structures prior to any on-site grading or disturbance.

B. Further guidance on the implementation of these strategies can be found in the New Jersey Department of Environmental Protection Stormwater Best Management Practices Manual, April 2004, as amended.

§29-4. Stormwater Management Requirements for Major Development

A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with §29-10.

B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlnebergi* (bog turtle).

C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of §29-4.P, Q and R:

1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;

2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.

D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of §29-4.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:

1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of §29-4.O, P, Q and R to the maximum extent practicable;
3. The applicant demonstrates that, in order to meet the requirements of §29-4.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under §29-4.D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of §29-4.O, P, Q and R that were not achievable onsite.

E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in §29-4.O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

https://njstormwater.org/bmp_manual2.htm.

F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

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

(Notes corresponding to annotations [a] through [g] are found on under Table 3)

Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality				
Best Management Practice	**Stormwater Runoff Quality TSS Removal Rate (percent)**	**Stormwater Runoff Quantity**	**Groundwater Recharge**	**Minimum Separation from Seasonal High Water Table (feet)**
Bioretention System	80 or 90	Yes	Yes[b] No[c]	2[b] 1[c]
Infiltration Basin	80	Yes	Yes	2
Sand Filter[b]	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond[d]	50-90	Yes	No	N/A

(Notes corresponding to annotations [b] through [d] are found under Table 3)

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

Notes to Tables 1, 2, and 3:

(a) subject to the applicable contributory drainage area limitation specified at §29-4.O.2;
(b) designed to infiltrate into the subsoil;
(c) designed with underdrains;
(d) designed to maintain at least a 10-foot-wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
(e) designed with a slope of less than two percent;
(f) designed with a slope of equal to or greater than two percent;
(g) manufactured treatment devices that meet the definition of green infrastructure at §29-2;
(h) manufactured treatment devices that do not meet the definition of green infrastructure at §29-2.

G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with §29-6.B. Alternative stormwater management measures may be used to satisfy the requirements at §29-4.O only if the measures meet the definition of green infrastructure at §29-2. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with §29-4.D is granted from §29-4.O.

H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.

I. Design standards for stormwater management measures are as follows:

1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing

between bars of six inches. In addition, the design of trash racks must comply with the requirements of §29-8.C;

3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at §29-8; and
5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.

J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at §29-2 may be used only under the circumstances described at §29-4.O.4.

K. Any application for a new agricultural development that meets the definition of major development at §29-2 shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at §29-4.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.

L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at §29-4.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.

M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Bergen County Clerk's Office located at: 1 Bergen County Plaza, Hackensack, New Jersey 07601. 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 §29-4.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to §29-10.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required

information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to §29-4 of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Office of the Clerk of the County of Bergen and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.

2. To satisfy the groundwater recharge and stormwater runoff quality standards at §29-4.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at §29-4.F. and/or an alternative stormwater management measure approved in accordance with §29-4.G. 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 §29-4.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with §29-4.G.

4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with §29-4.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with §29-4.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at §29-4.P, Q and R.

5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at §29-4.P, Q and R, unless the project is granted a waiver from strict compliance in accordance with §29-4.D.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at §29-5, either:

   i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
   ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.

3. This groundwater recharge requirement does not apply to projects within the "urban redevelopment area," or to projects subject to 4 below.
4. The following types of stormwater shall not be recharged:

   i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than "reportable quantities" as defined by the United States Environmental Protection Agency (EPA) at

40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

ii. Industrial stormwater exposed to "source material." "Source material" means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

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

   i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.

   ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.

3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the

volume of runoff may take into account the implementation of stormwater management measures.

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 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

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

   R = total TSS Percent Load Removal from application of both BMPs, and
   A = the TSS Percent Removal Rate applicable to the first BMP
   B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in §29-4.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at §29-5, complete one of the following:

   i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and

100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;

ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;

iii. Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or

iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.

3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

§29-5. Calculation of Stormwater Runoff and Groundwater Recharge:

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

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

i. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

ii. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at §29-5.A.1.i and the Rational and Modified Rational Methods at §29-5.A.1.ii. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.

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

§29-6. Sources for Technical Guidance:

A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.

2. Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

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

The Division of Water Quality, New Jersey Department of Environmental Protection, Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

§29-7. Solids and Floatable Materials Control Standards:

A. Site design features identified under §29-4.F above, or alternative designs in accordance with §29-4.G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see §29-7.A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

   i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
   ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

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

   iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

2. The standard in A.1. above does not apply:

   i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
   ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
   iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

      a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
      b. A bar screen having a bar spacing of 0.5 inches.

      Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or

v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

§29-8. 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 §29-8.C.1, 29-8.C.2, and 29-8.C.3 for trash racks, overflow grates, and escape provisions at outlet structures.

C. Requirements for Trash Racks, Overflow Grates and Escape Provisions

1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:

   i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
   ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
   iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
   iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.

2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:

   i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
   ii. The overflow grate spacing shall be no less than two inches across the smallest dimension

iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.

3. Stormwater management BMPs shall include escape provisions as follows:

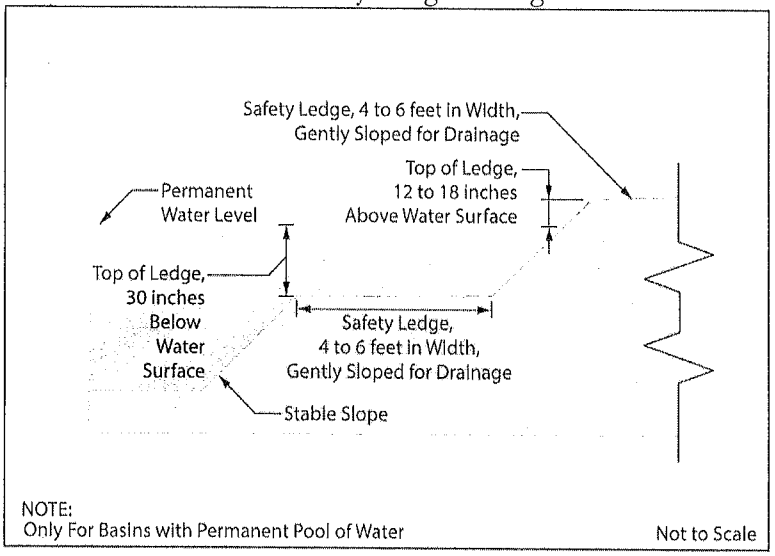
   i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to §29-8.C, a free-standing outlet structure may be exempted from this requirement;
   ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See §29-8.E for an illustration of safety ledges in a stormwater management BMP; and
   iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

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

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



§29-9. Requirements for a Site Development Stormwater Plan:

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at §29-9.C below as part of the submission of the application for approval.

2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.

3. The applicant shall submit twenty (20) copies of the materials listed in the checklist for site development stormwater plans in accordance with §29-9.C of this ordinance.

B. Site Development Stormwater Plan Approval

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

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

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

2. Environmental Site Analysis

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

3. Project Description and Site Plans

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

4. Land Use Planning and Source Control Plan

   This plan shall provide a demonstration of how the goals and standards of §29-3 through 29-5 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:

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

6. Calculations

   i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in §29-4 of this ordinance.
   ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of §29-10.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in §29-9.C.1 through 29-9.C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

§29-10. Maintenance and Repair:

A. Applicability

Projects subject to review as in §29-1.C of this ordinance shall comply with the requirements of §29-10.B and 29-10.C.

B. General Maintenance

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

2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.

3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.

4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.

5. If the party responsible for maintenance identified under §29-10.B.3 above is not a public agency, the maintenance plan and any future revisions based on §29-10.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.

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 §29-10.B.3 above shall perform all of the following requirements:

   i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
   ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
   iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by §29-10.B.6 and B.7 above.

8. The requirements of §29-10.B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department. In such event, a two-year maintenance bond, as authorized by N.J.S.A. 40:55D-53, shall be required in accordance with Section C, below.
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 municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.

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

§ 29-11. Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this Ordinance shall be subject to a civil fine and penalty not exceeding $2,000 or such other penalties consistent with N.J.S.A. § 40:49-5 and § 1-5 of the Township Code. Each and every day that the building, structure or land remains in violation of the provisions of this code after the deadline for compliance set forth in the notice of violation issued by the enforcing officer(s) shall be considered a continuing violation punishable as a separate and distinct offense. The Municipal Court or Superior Court shall have jurisdiction to hear and decide any action(s) brought to enforce the provisions of this code, and any final order imposing fines and penalties for a violation of this code shall be enforceable in the Municipal Court or Superior Court and collectible as a lien against the property of the violator in accordance with the Penalty Enforcement Law of 1999, N.J.S.A. 2A:58-10 to -12.

§29-11.1 Enforcement:

This section shall be enforced by the Township Property Maintenance Officer or the Township Engineer.

§29-12. Severability:

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

§ 29-13. Effective Date:

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

TOWNSHIP OF MAHWAH
ORDINANCE NO. 1931

ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING SECTION 13-2, BAMBOO, OF THE TOWNSHIP CODE TO CLARIFY LANGUAGE REGARDING PREXISTING BAMBOO

WHEREAS, on December 17, 2020, the Township Council of the Township of Mahwah adopted Ordinance No. 1918, which regulates the planning or growing of bamboo within the Township; and

WHEREAS, the Ordinance Committee has reviewed the Ordinance and recommends amendments to further clarify certain language regarding existing Running Bamboo.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follow:

SECTION 1. Section 13-2, Bamboo, of the Code of the Township of Mahwah is hereby amended to read as follows in its entirety:

§ 13- 2 BAMBOO

§ 13- 2.1 PURPOSE AND INTENT

The purpose of this Ordinance is to preserve and protect private and public property from the damaging spread of running bamboo grasses and to protect indigenous plants and the wildlife they support from the invasive spread of such bamboo from any neighboring property line.

§ 13- 2.2 DEFINITIONS

A. Running Bamboo — Any inonopodial (running) woody grass from the genera of bamboos including, but not limited to, Bambusa, Phyllostachys and Pseudosasa, as well as common bamboo, golden bamboo and arrow bamboo.

B. Running Bamboo Property Owner(s) — Any property owner(s) or tenant(s) who, or which, have Running Bamboo on their property, even if the Bamboo has spread onto their property from an adjoining property.

C. Buffer Zone — A distance of at least 10 feet from any lane, street or road, whether public or private, or from any neighboring property, whichever is more restrictive for the Running Bamboo Property Owner.

D. Township — The Township of Mahwah, Bergen County, New Jersey.

E. Notice — Any written notice by, from or on behalf of the Township, notifying the Running Bamboo Property Owner(s) that they are in violation of this Ordinance and directing them to cure or fix the violation, Such Notice shall be sent by certified mail,

return receipt requested, addressed to the owner(s) listed on the current tax address on file with the Township. A copy may also be posted on the property in question.

F. Receipt of Notice -- Receipt of the Notice required herein shall be the date of mailing said Notice, or, if applicable, posting of the Notice on the property in question, whichever is earlier.

§ 13-2.3 NO PLANTING OF RUNNING BAMBOO

A. The planting of Running Bamboo is prohibited in the Township of Mahwah.

B. Any existing Running Bamboo may not be replanted or replaced after any such existing Running Bamboo has died or been removed.

C. Any person who plants or replants Running Bamboo within the Township limits after the effective date of this Ordinance shall be in violation of this Ordinance and shall be subject to the penalties set forth herein, subject to the following exceptions:

1. The root system of such Running Bamboo is entirely contained within an above ground planter and located so as to entirely prevent the spread or growth of the bamboo plants' root system beyond the container in which it is planted; or

2. The root system is contained within a barrier, constructed in accordance with the following specifications:

   a. The barrier itself shall be composed of a high density polypropylene or polyethylene, with a minimum thickness of 40 mm;

   b. Each portion of the barrier shall be joined together by the use of stainless steel strips or clamps;

   c. The barrier shall be a minimum of 30 inches deep, with 2- 3 inches of the barrier protruding above ground level around the entire perimeter of the bamboo;

   d. When installed, the barrier shall slant outward from the bottom to top.

3. Whether planted or growing in a container, as described herein, all bamboo plants shall be located, trimmed and maintained so that no part of the plant shall be closer than 10 feet from any property line.

§ 13-2.4. REGULATION OF AND LIMITATIONS ON EXISTING RUNNING BAMBOO

A. If Running Bamboo is located upon any property within the Township prior to the effective date of this ordinance, the Running Bamboo Property Owner shall be required to confine the Running Bamboo to prevent encroachment, spread, invasion or intrusion of same onto any other private or public property or public right-of-way. In lieu of confining the species, the Running Bamboo Property Owner may elect to

totally remove the Running Bamboo from the property and all affected properties. Failure to properly confine such Running Bamboo shall require removal as set forth in § 13-2.5. The cost of said removal shall be at the Running Bamboo Property Owner's expense. This duty to confine shall not apply if the Running Bamboo Property Owner can establish to the satisfaction of the Property Maintenance Officer that the Running Bamboo on the property at the time of the adoption of this ordinance originated on another property.

B. This Ordinance shall not be deemed to alter any rights at common law or otherwise that any property owner may have to recover the cost of removal of Running Bamboo on their own property from another property owner from whose property the Running Bamboo has spread.

§ 13-2.5 REMOVAL OF RUNNING BAMBOO

If Running Bamboo on any property grows in or into any Buffer Zone after the effective date of this ordinance, The Township shall give Notice to the Running Bamboo Property Owner(s), as required by this Ordinance, that the said Property Owner(s) are responsible for the extermination or removal of such Running Bamboo from the Buffer Zone.

§ 13-2.6 INSPECTION

All places and premises in the Township of Mahwah shall be subject to inspection by the Property Maintenance Officer to determine compliance with this Ordinance.

§ 13-2.7 VIOLATIONS AND PENALTIES

A. Whenever Running Bamboo as defined by this section is found planted in the ground on any plot of land, lot or any other premises or place, in violation of this ordinance, a notice of violation shall be given to the Running Bamboo Property Owner, in writing, giving said owner 10 days to remove or abate the same.

B. The cost of the abatement shall be borne by the Running Bamboo Property Owner.

C. If the Running Bamboo Property Owner fails to comply with such notice, the Property Maintenance Officer may remove or otherwise control the invasive plant species and the Township may thereafter recover the cost of such removal from the Running Bamboo Property Owner and place a lien on the property to recover the cost of the removal.

D. Any person violating any of the provisions of this Ordinance who fails to abate the violation after notice shall be subject to the following penalties:

1. A fine, not to exceed $ 1,000.00, plus the costs of prosecution, for each day on which a violation has occurred, and for which the property owner has been found guilty.

2. Each day on which the violation occurs shall constitute a separate offense under this Ordinance.

SECTION 2. If any section, paragraph, subsection, clause or provision of this ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any part thereof.

SECTION 3. All ordinances or parts of ordinances of the Township heretofore adopted that are inconsistent with any terms and provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

TOWNSHIP OF MAHWAH
ORDINANCE #1928

AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING SECTION 1-5, GENERAL PENALTY, OF THE TOWNSHIP CODE TO UPDATE THE MAXIMUM PENALTY IN ACCORDINANCE WITH N.J.S.A. 40:49-5

WHEREAS, during a review of various Township ordinances, it was discovered that Section 1-5, General Penalty, of the Township of Mahwah Code does not reflect the current maximum penalty set forth in N.J.S.A. 40:49-5, which statute governs penalties for violating municipal ordinances; and

WHEREAS, Ordinance Committee has reviewed same and recommends amending Section 1-5 of the Township Code to properly reflect N.J.S.A. 40:49-5.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follow:

SECTION 1. Section 1-5, General Penalty, Subsection 1-5.1, Maximum Penalty, of the Code of the Township of Mahwah is hereby amended to read as follows:

§ 1-5.1 Maximum Penalty.

Any person who shall violate any provision of this Code or other ordinance of the Township, where no specific penalty is provided regarding the section violated, shall, upon conviction thereof, be punishable by one or more of the following: a fine not exceeding $2,000 or imprisonment for a period not exceeding 90 days or to a period of community service not exceeding 90 days at the discretion of the Municipal Court Judge. (N.J.S.A. 40:49-5)

SECTION 2. If any section, paragraph, subsection, clause or provision of this ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any part thereof.

SECTION 3. All ordinances or parts of ordinances of the Township heretofore adopted that are inconsistent with any terms and provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. This ordinance may be renumbered for the purposes of codification.

SECTION 5. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

RESOLUTION

TOWNSHIP OF MAHWAH
P.O. BOX 733
MAHWAH NJ 07430

Resolution #179-21

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

WHEREAS, there exists a need for Professional Engineering Services for the Township of Mahwah in connection with continued remedial investigation of environmental issues concerning the construction of new DPW facilities at 101 Micik Lane; and

WHEREAS, by Resolution #024-21, dated January 4, 2021 the Township Council entered into a Professional Service Contract with Boswell Engineering, Inc., as Township Engineer for the year 2021; and

WHEREAS, Boswell Engineering has submitted a written Special Project Proposal, dated March 31, 2020, to perform said Professional Engineering Services as outlined in the proposal at a cost not to exceed $19,460.00; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in account - 1-01--B40-219 (General Engineering);

NOW, THEREFORE, BE IT RESOLVED that a contract be and is hereby awarded to Boswell Engineering, in accordance with their proposal dated April, 1, 2021 to perform the Engineering Services in connection with the project at a cost not to exceed the sum of $19,460.00; and

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $19,460.00 without the further authorization of the Governing Body and the CMFO has certified that the funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized to execute the aforesaid Contract in form to be approved by the Township Attorney.

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and Contract on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor, Business Administrator, QPA, CMFO, Administrative Support Specialist, and Boswell Engineering, Inc., 330 Phillips Avenue, South Hackensack, New Jersey 07606-1722.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 15th day of April, 2021.

Kathrine Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
P.O. BOX 733
MAHWAH NJ 07430

Resolution #180-21

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

WHEREAS, by Resolution #026-21, dated January 4, 2021, the Township Council awarded a Professional Services Contract to Colliers Engineering and Design ("Colliers"), to serve as Township Planner for 2021; and

WHEREAS, the Township requires additional ongoing Professional Planning Services in connection with the Affordable Housing Litigation including preparation for and participation in the Compliance Hearing scheduled for November; and

WHEREAS, Maser has submitted a proposal dated April 1, 2021, to perform the required services for an amount not-to-exceed $15,000.00, and

WHEREAS, the CMFO, has provided a Certification as to the Availability of Funds in Account #T-24- -200-011 (Housing Development Fees);

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah that a Contract Amendment be and is hereby awarded to Maser in a not-to-exceed amount of $15.000.00 for services as specified in Maser's proposal; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute a Contract Amendment with Maser in a form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of this action to be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and Contract Amendment on file and available for inspection in the office of the Township Clerk and shall

forward a copy of this Resolution to the Mayor; Business Administrator; QPA; CMFO; Administrative Support Specialist, Director of Planning and Zoning; and Colliers Engineering and Design 53 Frontage Road, Suite 110, Hampton, NJ 08827.

I hereby certify that this Resolution consisting of two pages, was adopted at a meeting of the Township Council of the Township of Mahwah, on the 15th day of April, 2020.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution #182-21

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

WHEREAS, the Township of Mahwah Water and Sewer Department solicited quotes for various unrelated repairs and maintenance to the Township's water well and sewer pump stations; and

WHEREAS, Rapid Pump and Meter Service Co., as the lowest responsive/responsible vendor is awarded contracts as described herein, pursuant to the provisions of N.J.S.A. 19:44-20.5; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the anticipated aggregate value of quote items for the calendar year 2021 to Rapid Pump and Meter Service Co., will not exceed the $44,000.00 bid threshold; however, it is anticipated to exceed the Pay to Play 17,500.00 threshold; and

WHEREAS, Rapid Pump & Meter Service Company has completed and submitted a Business Entity Disclosure Certification which certifies that Rapid Pump & Meter Service Company has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the term of this approval is through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township Mahwah authorizes the Purchasing Agent to approve purchase orders to Rapid Pump and Meter Service Company as the lowest responsive/responsible vendor for various unrelated repairs and maintenance to the Township's pump stations.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, DPW Director, Water & Sewer Supervisor, and Rapid Pump and Meter Service, 285 Straight Street, P.O. Box AY, Paterson, New Jersey 07509.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, 15th day of April, 2021.

Kathrine G. Coviello, RMC, CMC, MMC
Municipal Clerk

David May
Council President

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Rapid Pump & Meter located at 285 Straight Street, PO Box AY, Paterson, NJ 07509, 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 January 1, 2021 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Mahwah as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Kimberly Bolan	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Richard G. Taylor	[redacted]

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: Rapid Pump & Meter Service Co., Inc.

Signed: _____ Title: President

Print Name: Richard G. Taylor Date: April 7, 2021

Subscribed and sworn before me this 7th day of April, 2021.

My Commission expires:

AUDREY D. ASHFORD-FIELDS
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2221721
My Commission Expires 3/11/2024

_____ (Affiant)

Richard G. Taylor, President

(Print name & title of affiant) (Corporate Seal)

RESOLUTION

TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution #183-21

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

WHEREAS, the Township of Mahwah has a need to acquire various unrelated firefighting equipment and services as an alternate non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44-20.5; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the aggregate value of quote items for a one year period to Seagrave Fire Apparatus, LLC, will exceed $17,500; and

WHEREAS, the anticipated term of this approval is through December 31, 2021; and

WHEREAS, Seagrave Fire Apparatus, LLC. has completed and submitted a Business Entity Disclosure Certification which certifies that Seagrave Fire Apparatus, LLC, has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah authorizes the Purchasing Agent to approve purchase orders to Seagrave Fire Apparatus, LLC through December 31, 2021 as described herein not to exceed in the aggregate, $44,000.00; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Accounts Payable, Fire Chief, and Seagrave Fire Apparatus, LLC., 7285 Solutions Center, Chicago, IL 60677.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 15th day of April, 2021.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Seagrave Fire Apparatus, LLC located at 105 East 12th Street, Clintonville, WI 54929

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 January 1, 2021 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Mahwah as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Kimberly Bolan	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

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: Seagrave Fire Apparatus, LLC

Signed: x

Print Name: Ulisses D. Parmeziani

Title: President and Chief Executive Officer

Date: 04/08/2021

Subscribed and sworn before me this 8th day of April, 2021.

My Commission expires: March 27, 2022

(Witnessed or Attested by)

Lee Ann Ness, Notary Public, State of Wisconsin

(Seal)

LEE ANN NESS
Notary Public
State of Wisconsin

RESOLUTION

TOWNSHIP OF MAHWAH
P.O. BOX 733
MAHWAH NJ 07430

Resolution #184-21

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

A RESOLUTION OF THE TOWNSHIP OF MAHWAH AUTHORIZING THE PURCHASE OF ELECTRICITY SUPPLY SERVICES STREET LIGHTING METERS ON AN ONLINE AUCTION PLATFORM

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) (the "Act") authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, The Township of Mahwah utilized the online auction services of EMEX, LLC, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at www.energymarketexchange.com; and

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier in the event that a contract is awarded; and

WHEREAS, the auction was conducted on April 15, 2021 pursuant to the Act;

WHEREAS, bids were received from 3 bidders for terms of 12, 18, 24, and 60 months; and

WHEREAS, an analysis was conducted of all bids received; and

WHEREAS, the bid price of $0.05165 per kWh submitted for the term of 60 months by Constellation Energy is recommended for award and, when compared to the current price offered by Direct Energy of $0.05274 per kWh, locks in competitive electricity costs for the Township during the period;

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator be and he is hereby authorized to execute, on behalf of the Township of Mahwah, the electricity contract proffered by Constellation Energy.

BE IT FURTHER RESOLVED that the Township Clerk shall forward an original copy of this resolution to Michael Stoller, Director, National Accounts, Energy Market Exchange, LLC (EMEX), 410 Riverview Plaza, Trenton, New Jersey 08611 and keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and that the Township Clerk shall also forward a copy of this Resolution to the Mayor, Business Administrator, CMFO, and Township Attorney.

I hereby certify that this resolution consisting of two page(s) was adopted at a meeting of the Township Council of the Township of Mahwah, on the 15th Day of April, 2021.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution #185-21

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

RESOLUTION ADOPTING AN ANTI-NEPOTISM POLICY

WHEREAS, the Township of Mahwah is committed to the highest ethical standards and accordingly desires to adopt an Anti-Nepotism Policy in support of this ongoing commitment.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah that the following Anti-Nepotism Policy is hereby adopted to be applied prospectively and included in the Employee Handbook:

ANTI-NEPOTISM POLICY

A. ADOPTION.

The Mayor and Township Council of the Township of Mahwah declare that an anti-nepotism policy (the "Policy") should be adopted to be applied prospectively and included in the Employee Handbook.

B. DEFINITIONS AND WORD USAGE.

(1) As used in this Policy, the following terms shall have the meanings indicated:

Appointed Official - An individual, appointed either by the Mayor and/or Township Council, to any "local government agency" as that term is defined within N.J.S.A. 40A:9-22.3(e) and includes, but is not limited to, appointees to the Zoning Board of Adjustment, Planning Board, and any other agency or board within the Township of Mahwah, as well as any other independent local authority or entity created by the Township of Mahwah, which performs functions other than of a purely advisory nature and/or one in which the members receive compensation.

Elected Official - The Mayor and members of Township Council.

(1) Wherever and whenever this Policy mentions or references "family member" or "relative," same refers to a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling;

half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act.

C. HIRING AND SUPERVISION OF EMPLOYEES.

(1) No person who is a relative or family member of any Township elected official or the Township Administrator shall be considered for employment as an employee of the Township. This prohibition does not apply to part-time or seasonal employment. This shall not restrict nor prohibit the continued employment of individuals to a position or positions with the Township where a relative of a permanent employee is elected after the date of the permanent employee's start date of employment with the Township.

(2) No elected official can serve as liaison to any department that employees any member of that elected official's family.

(3) No Township employee shall be in a position that provides supervision over a member of his or her family. This precludes the acceptance of applications for full-time, part-time or seasonal employment from relatives for positions in the same department where supervision conflicts exist or, through promotion, potential conflict could exist. This policy does not apply to present employees of the Township.

(4) These policies are not for the purpose of depriving any citizen of an equal chance for a government job, but solely to eliminate the potential for preferential treatment of the relatives of government personnel or elected officials. These policies will not deprive any permanent employee as of the date of these policies of any promotional right in the normal career development nor change the existing status of any permanent employee. None of these policies apply to any unpaid volunteer positions.

D. PROMOTION OF EXISTING EMPLOYEES.

No elected official, appointed official or supervisor may participate in the promotion process, or any other personnel matter, of any existing municipal employee who is a relative or family member of such elected official, appointed official or supervisor.

E. APPOINTMENTS

(1) No relative or family member of an elected official shall be appointed to the position of any municipal professional who receives compensation, or to any "local government agency" as that term is defined within N.J.S.A. 40A:9-22.3(e) and includes, but is not limited to, the Zoning Board of Adjustment, Planning Board, and any other agency or board within the Township of Mahwah, as well as any other independent local authority or entity created by the Township of Mahwah, which performs functions other than of a purely advisory nature and/or one in which the members receive compensation.

(2) No relative or family member of an appointed official shall be appointed to the position of any municipal professional who receives compensation, and includes professionals who provide services to the Township or to any "local government agency" within the Township, as that term is defined within N.J.S.A. 40A:9-22.3(e), and includes, but is not limited to, the Zoning Board of Adjustment, Planning Board, and any other agency or board within the Township of Mahwah, as well as any other independent local authority or entity created by the Township of Mahwah.

F. PRESERVATION OF RECORDS

All statements, complaints, requests or other written materials filed pursuant to this chapter, or other official papers prepared pursuant to this chapter, shall be preserved for a period of at least five years from the date of filing or preparation.

I hereby certify that this resolution consisting of three (3) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 15th day of April, 2021.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution #186-21

Date: April 15, 2021

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Ervin						
Ferguson						
Paz						
Wong						
May						

BE IT RESOLVED, that the Temporary Appropriations introduced at the annual meeting of the Mayor and Council of the Township of Mahwah, January 4, 2021, be amended as follows:

CURRENT FUND

By increasing the following Appropriations:
Operations – excluded from "CAPS" to:
Bergen County Prosecutor's Office
Municipal Escrow Account $119,789.75

BE IT FURTHER RESOLVED, that the total appropriations will now be $18,972,373.02 hereby certify this to be a true copy of a resolution adopted by the Mayor and Council of the Township of Mahwah at a regular meeting held on the 15th of April, 2021.

I hereby certify that this resolution consisting of one (1) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 15th day of April, 2021.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President