



COMMUNITY PLANNING
LAND DEVELOPMENT AND DESIGN
LANDSCAPE ARCHITECTURE

PRINCIPALS:
Joseph H. Burgis PP, AICP
Edward Snieckus, Jr. PP, LLA, ASLA
David Novak PP, AICP

B U R G I S
ASSOCIATES, INC.

January 12, 2023

Jessica Harmon, Planning and Zoning Board Secretary
Borough of Midland Park Planning Board
Midland Park Borough Hall
280 Godwin Avenue
Midland Park, NJ 07432

Re: Professional Planning Services
Non-Condemnation Area in Need of Redevelopment Study
90 Midland Avenue
Block 45 Lot 9.01
Borough of Midland Park, New Jersey
BA #3908.05

Dear Ms. Harmon,

We are pleased to submit the following proposal which shall act as an Agreement by and between the Borough of Midland Park, New Jersey and Burgis Associates, Inc. regarding the preparation of a Non-Condemnation Area in Need of Redevelopment Study for 90 Midland Avenue, Block 45 Lot 9.01. The study will be undertaken pursuant to the applicable provisions of the New Jersey Local Redevelopment and Housing Law (LRHL).

ARTICLE I STUDY AREA

The area to be studied as a Non-Condemnation Area in Need of Redevelopment is identified as 90 Midland Avenue, Block 45 Lot 9.01 according to the Borough tax records.

ARTICLE II AREA IN NEED OF REDEVELOPMENT ANALYSIS SCOPE OF SERVICE

- A. The Consultant will review appropriate information, reports, and data with respect to the above captioned matter, which may include but shall not be limited to: applicable site surveys, building and planning/zoning departmental records, tax maps, master plans, development ordinances, aerials, historical records pertaining to the site's development history and buildings, documentation on environmentally sensitive features and contamination, and related planning records and data as determined to be necessary to render the professional services described herein. The Consultant shall also undertake the appropriate site inspections to complete the studies provided herein.

- B. The Consultant shall prepare a planning analysis assessing the study area to determine if it meets the statutory criteria to enable the municipality to designate the area an Area in Need of Redevelopment. A planning report detailing the findings and conclusions of the planning analysis shall be submitted for review. Exhibits, maps, photographs, etc. shall be appended to the report, as determined appropriate. The study shall include, at a minimum, the following:
1. Data Gathering. This component shall incorporate a review of the data referenced in Article II.A above and shall include but not necessarily be limited to a description of the study area's physical features, land use characteristics and developed character, current master plan and zoning designations, and related background material. The Consultant shall utilize available site surveys and site mapping obtained from the Borough regarding on-site dimensions, supplemented with to-scale aerials to delineate the approximate locations of surrounding physical structures and related details, as determined to be necessary. A site inspection, including building entry to document existing conditions, along with a review of building department records, will be undertaken provided access is granted to the Consultant.
 2. Redevelopment Act Compliance. The Consultant will evaluate the study area to determine if it complies with the provisions of Title 40A, Chapter 12A of the Local Redevelopment and Housing Law (LRHL), thereby enabling the Borough to declare that the study area, or a portion thereof, can be designated a Non-Condernation Redevelopment Area. The analysis shall specifically determine if the study area meets one or more of the following statutory criteria:
 - a. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
 - b. The discontinuance of the use of a building or buildings previously used for commercial, retail, shopping malls or plazas, office parks, manufacturing, or industrial purposes; the abandonment of such building or buildings; significant vacancies of such building or buildings for at least two consecutive years; or the same being allowed to fall into so great a state of disrepair as to be untenable.
 - c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
 - d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation,

light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.

- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare, which condition is presumed to be having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.
 - f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
 - g. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L.1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L.1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L.1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L.1992, c.79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.
 - h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.
3. Optional Power Point Presentation. The Consultant will prepare, at the sole direction of the Client, a Power Point presentation that will identify the background information and the data utilized in the study, the analysis undertaken, and the basis for the conclusions set forth therein.

4. The Consultant will be available to meet with other professional representatives as may be required. The Consultant shall attend meetings and hearings on this matter at the direction of the Client, and will be available to provide expert testimony in support of the report(s) prepared on behalf of the Client.

ARTICLE III MEETINGS

The Consultant will be available to attend meetings with the Planning Board and the Governing Body in order to fulfill this Contract, provide progress reports and receive local input regarding the preparation of the Study, and participate in public hearings on this matter. Meetings shall be subject to the hourly rate schedule established in Article V.B.

ARTICLE IV TIME OF PERFORMANCE

The services of the Consultant required herein are to commence upon Borough execution and the Consultant's receipt of this Agreement. The Consultant shall make every effort to submit a draft Area in Need of Redevelopment analysis and report within twelve weeks of receipt of a signed agreement.

Irrespective of the above noted schedule, the Consultant shall, on a regular basis, prepare and file interim reports to the Assistant to the Client on a regular basis to ensure the municipality is apprised of progress on this work product.

ARTICLE V PROFESSIONAL PLANNING FEES

- A. The fee for the preparation of work outlined above shall be on a time and materials basis, as follows:
 1. For Area in Need Study: Per hourly rate schedule, not to exceed \$7,000
 2. Optional Power Point Presentation: Per hourly rate schedule, not to exceed \$1,200
 3. For meeting attendances: Per hourly rate schedule
- B. The preparation of any additional reports, documents, exhibits, plans, or modifications thereof, are strictly under the direction of the client, and shall be billed in accordance with the firm's current fee schedule, which for the year 2023 as set forth below:

Principal	\$155/hour
Senior Associate	\$145/hour
Associate	\$135/hour
Project Planner	\$115/hour
CADD	\$ 85/hour
Meeting Attendance	Hourly rate; minimum \$200/mtg.

Hourly rates are portal-to-portal, with a maximum one-hour charge, round-trip for travel time.

- C. The Consultant shall submit monthly vouchers enumerating billable hours by the applicable hourly rate as set forth above, and a narrative describing the services performed.

ARTICLE VII LIMITATION OF SCOPE OF SERVICES

In the event of a court action or litigation relating to the matter which is the subject of this Agreement, the Consultant, if so authorized by the Governing Body or Planning Board, shall serve as an expert witness representing the Governing Body or Planning Board. It is understood that the cost of preparing any materials, documents or other supportive information, or giving of testimony relative to such court action or litigation shall be governed by the fee schedule set forth in Section VII above.

ARTICLE VIII QUALIFICATIONS OF THE CONSULTANT

The Consultant represents that he has or will secure all personnel required in the performance of services proposed herein. All of the required services will be performed by personnel who shall be fully qualified to perform same under the direct supervision of Joseph Burgis PP, AICP.

ARTICLE IX CONFLICT OF INTEREST

The Consultant shall not engage in any act or perform any services which will constitute a conflict of interest.

ARTICLE X AFFIRMATIVE ACTION REQUIREMENTS

During the term of this Agreement, the Consultant agrees to comply with the Affirmative Action requirements of N.J.A.C. 17:27.

The parties hereby cause this Agreement to be executed by their duly authorized officers.

Burgis Associates, Inc.

Borough of Midland Park, New Jersey


Joseph H. Burgis, P.P., AICP

Authorized Representative

Dated: _____

jb/kc/dn

