

1. Conference Meeting Agenda

Documents:

[CA 6.26.18.PDF](#)

2. Public Meeting Agenda-Revised

Documents:

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3. Resolution(S)

3.I. 153-18

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[153-18 EXHIBIT A TO RESOLUTION AUTHORIZING CANCELLATION OF TAXES ON 665 EAGLE ROCK AVENUE.PDF](#)

3.II. 154-18

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3.IX. 161-18

Documents:

[161-18 AUTHORIZING PURCHASE OF POLICE VEHICLES THROUGH CRANFORD COOP 2018.PDF](#)
[161-18EXHIBIT A CPCPS.PDF](#)

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Documents:

[162-18 ATTACHMENT 1 A.PDF](#)
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3.XI. 163-18

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[165-18CURTIS AVENUE AND GARFIELD AVENUE BIDS.PDF](#)

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4. Ordinance(S) On Second And Final Reading

4.I. 2545-18

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[2545-18 ORDINANCE - HANDICAPPED PARKING 6.12.18.PDF](#)

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6. ABC Hearing

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Documents:

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6.IV. 602-18

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[602-18 ABC-PERSON TO PERSON -DHARTI, INC TO BRINKS WINES AND
LIQUOR 0722-44-023-003.PDF](#)

6.V. 603-18

Documents:

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6.VI. 604-18

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[604-18 HAT SPECIAL CONDITIONS RENEWAL 2018.PDF](#)

CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street, West Orange, NJ

Tuesday, June 26, 2018

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

Roll Call – Councilwoman Casalino, Councilman Cirilo, Councilman Guarino, Councilman Krakoviak, Council President McCartney (Mayor Parisi)

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6:30 P.M

- **Citation – Retirement - Maddy Longo**
- **Update – Redevelopment**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

**Township of West Orange
66 Main Street – 7:00 p.m.
June 26, 2018**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

**Roll Call – Councilwoman Casalino, Councilman Cirilo, Councilman Guarino,
Councilman Krakoviak, Council President McCartney (Mayor Parisi)**

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting June 12, 2018**
- 5. *Report of Township Officers – None**
- f. *Reading of Petitions and Communications and Bids - None**
- 6. *Bills**
- 7. *Resolutions**
 - a. PULLED FROM AGENDA 153-18 Resolution Authorizing the Cancellation of Property Taxes on the Property Located at 665 Eagle Rock Avenue following the Township's Purchase of that Property to Convert into Public Parking (Legal-Moon)**
 - b. 154-18 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)**
 - c. 155-18 Resolution Permitting Display of Fireworks at the Montclair County Country Club (Legal-Moon)
This resolution permits the Montclair County Country Club to display fireworks on July 7, 2018 with a rain date of July 8, 2018.**
 - d. 156-18 Resolution Appointing Anne DeSantis, the Township's Purchasing Agent as the Township's Public Agency Compliance Officer Responsible for Monitoring the Township's Vendor's Compliance with State of New Jersey Requirements Governing Equal Employment Opportunities in Public Contracts (Legal-Moon)**
 - e. 157-18 Resolution Permitting Display of Fireworks at the Essex County Country Club (Legal-Moon)
This resolution permits the Essex County Country Club to display fireworks on July 4, 2018 with a rain date of July 7, 2018.**

- f. 158-18 Resolution Authorizing a Contract for the Removal and Replacement of the Artificial Turf Field and Removal and Replacement of the All-Weather Running Track at the Stadium at the West Orange High School be Awarded to Field Turf, 7445 Cote-de-Liesse Road, Suite 200, Montreal Quebec, Canada H4T1G2 in Accordance with their Proposal dated June 14, 2018 which Complies with their Proposal to the Keystone Purchasing Network for a Fee of \$737,532.89 (Lepore)
This award of contract and the issuance of a Purchase Order for this work is contingent upon funds being available on July 5, 2018.
- g. 159-18 Resolution Authorizing an Abandoned Car Auction (DeSantis)
- h. 160-18 Resolution to Purchase One (1) 2018 Ford F-250 through NJ State Contract # A88727 (Desantis)
- i. 161-18 Resolution to Purchase Five (5) 2018 Police Interceptor SUV's through the Cranford Cooperative Contract #47-CPCPS (Desantis)
- j. 162-18 Resolution Authorizing a Professional Services Contract with Herbst Musciano, 611 Main Street, Second Floor, Boonton, New Jersey 07005 to Provide Architectural, Mechanical, Electrical and Plumbing Design Services for the Project known as the Improvements and Renovations to the West Orange Public Library for a Fee NTE **\$74,142.00**. (Lepore)
- k. 163-18 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- l. 164-18 Resolution Permitting the West Orange Recreation Department to Display Fireworks at West Orange High School (Legal-Moon)
This resolution permits the West Orange Recreation Department to display fireworks on July 4, 2018 with a rain date of July 7, 2018
- m. 165-18 Resolution Authorizing a Contract to A & J Contractors Group, Inc., 105 Federal Road, Monroe Township, New Jersey 08831 for the Improvement of Curtis Avenue and Garfield Avenue from Curtis Avenue to Hoover Avenue in the Base Bid Amount of \$661,454.00 with an Option to Award the Supplemental Bid "A" in the Amount of \$33,452.00 within 120 days of award (Lepore)
- n. 166-18 Resolution Authorizing the Transfer of Certain Ownership Interests in DGP Urban Renewal, LLC and Prism Green Associates IV, LLC (Legal-Credidio)

8. Ordinances on Second and Final Reading

- a. 2545-18 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange – 108 Roosevelt Avenue, 52 Llewellyn Avenue, 132 Watson Avenue, 18 McKinley Avenue (Lepore)

9. Ordinances on First Reading

- a. 2546-18 An Ordinance Amending Chapter 20, Sections 4.2 of the Revised General Ordinances of the Township of West Orange (Exceptions to Obstruction of Streets and Sidewalks) (Legal-Moon)
This Ordinance revised the Township's code provision governing restrictions on sports apparatuses such as basketball hoops and hockey nets installed adjacent to streets and sidewalks.

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing

- a. 597-18 Hearing on Renewal for 2018-2019 License Term-**Huguitos Restaurant and Bar, LLC** 0722-33-024-005 (Special Conditions)
- b. 598-18 Hearing on Renewal for 2018-2019 License Term-**Las Palmeras** 0722-33-045-005 (Special Conditions)
- c. 601-18 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2018-2019 License Term (Clerk) **resolution to follow**
- d. 602-18 Resolution Authorizing a Person to Person Transfer of Plenary Retail Distribution License 0722-44-023-003 Dharti, Inc. to Brinks Liquor, Inc. t/a Brinks Wine & Liquors, 37-39 Harrison Avenue, West Orange, NJ 07052
- e. 603-18 Hearing on Renewal for 2018-2019 License Term-**Anchor Restaurant, LLC** 0722-33-031-007 (Clerk)
- f. 604-18 Hearing on Renewal for 2018-2019 License Term-**Harrison Avenue Tavern, Inc.** 0722-33-058-006 (Special Conditions)
- g. Prosecution of ABC Charges – 0722-33-021-003 4 Corners Deli, LLC t/a Don Juan Restaurant
- h. Prosecution of ABC Charges – 0722-33-031-007 Anchor Restaurant, LLC t/a Anchor Restaurant
- i. Prosecution of ABC Charges-0722-33-045-005 Las Palmeras, Inc. t/a Las Palmeras Restaurant & Bar (Kayser)

12. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Agenda is subject to change.

RESOLUTION

WHEREAS, on September 19, 2017, the Township Council for the Township of West Orange (the "Township") adopted Resolution 208-17 authorizing the execution of a purchase agreement for the real property located at Block No. 176.03, Lot 10 on the Tax Map of the Township also known as 665 Eagle Rock Avenue ("Property"); and

WHEREAS, on February 6, 2018, the Township Council adopted Resolution No. 64-18 authorizing the Township to proceed with the closing on the purchase of the Property; and

WHEREAS, on February 28, 2018, the Township closed on the purchase of the Property and obtained an executed Deed and other closing documents from the Property Seller, a copy of which is annexed hereto as Exhibit "A;" and

WHEREAS, on the Deed and other closing documents were recorded with the Essex County Register of Deeds and Mortgages on April 10, 2018, a recorded copy is annexed hereto as Exhibit "A;" and

WHEREAS, the Township desires to cancel the real estate taxes on the Property through the second quarter of 2018 totaling \$1,041.25.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the real estate taxes on the Property through the second quarter of 2018 are hereby cancelled of record.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: June 26, 2018

Exhibit “A”

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

***RETURN DOCUMENT TO:**

TRENK, DIPASQUALE, DELA FERA &
SODONO, PC
347 MOUNT PLEASANT AVENUE
SUITE 300
WEST ORANGE, NJ 07052
ATTN: MARK Y MOON, ESQ

***Total Pages - 7**

Instrument Number - 2018030517

Recorded On 4/10/2018 At 10:37:18 AM

* Instrument Type - DEED

Invoice Number - 198584 User ID: AJC

* Grantor - 665 REALTY MANAGEMENT, LLC UBEROI, SUNY

* Grantee - WEST ORANGE, TOWNSHIP OF

* PARCEL IDENTIFICATION NUMBER

Block: 176.03 Lot: 10 - WEST ORANGE

*** FEES**

NJ PRESERVATION ACCOUNT	\$40.00
REGISTER RECORDING FEE	\$50.00
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$93.00

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2018030517



Essex County Recording Data Page Honorable Dana Rone Essex County Register		Official Use Only	
			
Official Use Only:			
Date of Document: February 28, 2018		Type of Document: Deed	
First Party Name: 665 Realty Management, LLC		Second Party Name: Township of West Orange	
Additional Parties:			
THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY			
Block: 176.03		Lot: 10	Qualifier:
Municipality: Township of West Orange			
Consideration: \$400,000.00			
Mailing Address of Grantee: 66 Main Street, West Orange, NJ 07052			
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
Original Book:		Original Page:	
ESSEX COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.			

DEED

5768


Prepared by: DANIEL J. ROY, ESQ.

This Deed is made on February 28, 2018 between the following parties:

Grantor: **665 REALTY MANAGEMENT, LLC**
a New Jersey Limited Liability Company
26 South Valley Road, West Orange, NJ 07052

Grantee: **TOWNSHIP OF WEST ORANGE**
a Municipal Corporation of the State of New Jersey
66 Main Street, West Orange, NJ 07052

In consideration of \$400,000.00 paid to the Grantor, the Grantor hereby grants and conveys to the Grantee the following real property and the improvements thereon which is located in the State of New Jersey, County of Essex, Township of West Orange:

BEING commonly known as **665 Eagle Rock Avenue, West Orange, New Jersey.**

BEING designated on the Municipal Tax Map as Tax Block 176.03, Lot 10.

BEING more particularly described on the annexed rider.

BEING the same premises acquired by the Grantor herein by deed from PM & PMIFT, LLC dated December 31, 2012 and recorded June 21, 2013 in the Register's Office of Essex County, New Jersey Deed Book 12441 page 3442.

The Grantor promises that it has done no act to encumber the said lands and premises. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as making a mortgage or allowing a judgment to be entered against the Grantor).

LEGAL DESCRIPTION

SCHEDULE A-3

ALL that certain tract or parcel of land, situated, lying and being in the Township of West Orange, County of Essex, State of New Jersey, more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Eagle Rock Avenue, said point being distant 140 feet on a bearing of South 59 degrees 25 minutes 00 seconds East from the intersection of said right-of-way with the easterly right -of-way of Oak Terrace, thence running

(1) South 59 degrees 25 minutes 00 seconds East along the northerly right-of way line of Eagle Rock Avenue a distance of 116.10 feet to a point in the line dividing lots 10 and 17 Block 176C, thence;

(2) North 19 degrees 53 minutes 00 seconds East along the line dividing lots 10 and 17 in Block 176C a distance of 117.34 feet to a point in the line dividing lots 10 and 14 in Block 176C thence

(3) North 59 degrees 25 minutes 00 seconds West along the line dividing lot 10 and 14 in Block 176C a distance of 62.82 feet to a point, thence

(4) North 31 degrees 14 minutes 00 seconds East 26.73 feet to a point; thence

(5) North 59 degrees 25 minutes 00 seconds West 33.33 feet to a point thence

(6) South 29 degrees 58 minutes 00 seconds West 142.00 feet to the point and place of **BEGINNING**.

NOTE FOR INFORMATION ONLY:

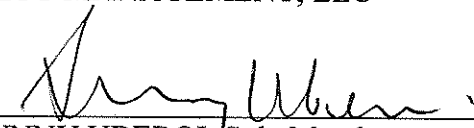
BEING Lot: 10, Block: 176.03; on the tax map of the Township of West Orange, County of Essex, State of New Jersey; MAILING ADDRESS: 665 Eagle Rock Ave, West Orange, NJ 07052-2121

In Witness Whereof, the Grantor signs this instrument.



DANIEL J. ROY, Witness

665 REALTY MANAGEMENT, LLC

By: 

SUNNY UBEROI, Sole Member

STATE OF NEW JERSEY; COUNTY OF ESSEX : ss.

I certify that on February 28, 2018 before me appeared SUNNY UBEROI who acknowledged to my satisfaction that: (a) he is the sole Member of 665 REALTY MANAGEMENT, LLC, the company named in the within instrument, (b) he signed and delivered the within instrument as the lawful act and deed of said company, (c) he was duly authorized to do so by the company's membership and (d) the full and actual consideration paid or to be paid for the transfer of title is \$400,000.00.



DANIEL J. ROY
An Attorney at Law of New Jersey

Record & Return to:

MARK Y. MOON, ESQ.
Trenk, DiPasquale, Dela Fera & Sodono, PC
347 Mount Pleasant Avenue, Suite 300
West Orange, NJ 07052

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION / EXEMPTION

SELLER'S INFORMATION:

Seller's Name: 665 Realty Management, LLC
Current Residence Address: 26 South Valley Road, West Orange, NJ 07052

PROPERTY INFORMATION:

Block: 176.03 Lot: 10 Qualifier:
Address: 665 Eagle Rock Avenue, West Orange, NJ 07052
Seller's Percentage of Ownership: 100% Total Consideration: \$400,000.00
Owner's Share of Consideration: \$400,000.00 Closing Date: February 28, 2018

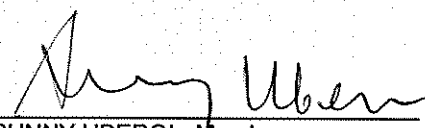
SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as a principal residence as defined in, 26 U.S.C. s. 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated income tax payment.
7. ☒ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, (1031) 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
☒ Seller did not receive non-like kind property.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date: February 28, 2018


Signature: SUNNY UBEROI, Member

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

ESSEX

0722

SS. County Municipal Code

MUNICIPALITY OF PROPERTY LOCATION West Orange

FOR RECORDER'S USE ONLY

Consideration \$400,000.00
RTF paid by seller \$101
Date 1-10-18 By AC

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, SUNNY UBEROI, being duly sworn according to law upon his/her oath,
(Name)

deposes and says that he/she is the Member of Grantor in a deed dated February 28, 2018 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 176.03 Lot number 10 located at
665 Eagle Rock Avenue, West Orange, New Jersey and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$400,000.00 (Instructions #1 and #5 on reverse side) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(b) conveyance to an instrumentality, agency or subdivision of the State of New Jersey

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) ☐ legally blind or, *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ NEW CONSTRUCTION* printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 28 day of February, 2018

Signature of Deponent

665 Realty Management, LLC
Grantor Name

26 So Valley Rd, West Orange, NJ

26 So Valley Rd, West Orange, NJ

Deponent Address

Grantor Address at Time of Sale

xxx-xxx-235

Foundation Title LLC

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

DANIEL J. ROY
An Attorney at Law of NJ

FOR OFFICIAL USE ONLY

Instrument Number 2018030517 County 2556
Deed Number Book Page
Deed Dated 2-28-18 Date Recorded 4-10-18

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY

PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/lpt/localtax.htm

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REBATE PAYMENT TO THE LISTED TAXPAYER
PURSUANT TO FINAL JUDGMENT
BY THE TAX COURT OF NEW JERSEY**

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST ATTACHED

Karen J. Carnevale, R.M.C.

Susan McCartney, Council President

I hereby certify funds are available from: _____
Account No./Amount

John Gross, Chief Financial Officer

TAX COURT JUDGMENT
154-18

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2016	5/17/2018	152.22	1412.07		2198700	2098700	100000	0.0389	\$3,890.00
2017	5/17/2018	152.22	1412.07		2198700	2098700	100000	0.03986	\$3,986.00
2016	5/29/2018	94.01	2.08		1200000	1100000	100000	0.0389	\$3,890.00
2017	5/29/2018	94.01	2.08		1200000	950000	250000	0.03986	\$9,965.00
TOTAL									\$21,731.00

RESOLUTION

WHEREAS, an application has been submitted by the Montclair Golf Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Montclair Golf Club on July 7, 2018 (Rain Date: July 8, 2018); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Montclair Golf Club be and is hereby granted permission to conduct a firework display on July 7, 2018 (Rain Date: July 8, 2018); subject to the directives of the Fire Official and Police Chief, or their designees.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: June 26, 2018

RESOLUTION

WHEREAS, the New Jersey State Treasure authorized by N.J.S.A. 10:5-36(f) and pursuant to N.J.A.C. 17:27-3.2 requires each public agency to designate a Public Agency Compliance Officer; and

WHEREAS, the Public Agency Compliance Officer is responsible for overseeing vendor and contractor compliance with the State of New Jersey laws and regulations concerning Equal Opportunity in Public Contracts; and

WHEREAS, the Business Administrator for the Township of West Orange has recommended that Anne DeSantis, the Township of West Orange Purchasing Agent be appointed to fulfill the duties of the PACO.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange, County of Essex, State of New Jersey that Anne DeSantis be and hereby is appointed the Township of West Orange Public Agency Compliance Officer.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: June 26, 2018

RESOLUTION

WHEREAS, an application has been submitted by the Essex County Country Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Essex County Country Club on July 4, 2018 (Rain Date: July 7, 2018); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946 shall provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Essex County Country Club be and is hereby granted permission to conduct a firework display on July 4, 2017 (Rain Date: July 7, 2017), subject to the directives of the Fire Official and Police Chief, or their designees.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: June 26, 2018

RESOLUTION

WHEREAS, the Township of West Orange desires to replace the artificial turf field and all weather running track at the stadium at the West Orange High School which was installed in Summer 2004; and

WHEREAS, the existing artificial turf field is a Field Turf product and the all-weather track is a Beynon Product both manufactured by Field Turf, Inc., 7445 Cote-de-Liesse Road, Suite 200, Montreal Quebec, Canada H4T1G2; and

WHEREAS, if the existing artificial turf field is replaced with a comparable Field Turf product the existing stone base and drainage system will not need to be replaced; and

WHEREAS, to facilitate Boards of Education and government agencies, including municipalities replacing their fields and running tracks without the need to prepare plans, specifications and public bid documents, Field Turf provided pricing to a National Cooperative Purchase Network known as the Keystone Purchasing Network (KPN) in Pennsylvania; and

WHEREAS, New Jersey Municipalities and Boards of Education may join the KPN; and

WHEREAS, Field Turf provided the Township of West Orange with the following price quotation dated June 14, 2018 to replace the artificial turf surface and all weather running track at the stadium at the West Orange High School; and

Artificial Turf Field

Remove & Dispose Existing Turf Field:	\$ 72,254.20
Laser Regrade Stone Layer:	\$ 13,374.57
Field Turf Core-57	\$322,366.02
Markings for Football, Men's & Women's Lacrosse	\$ 0.00
Center Logo	\$ 10,100.00
End Zone Letters	\$ 37,774.00
Gmax Testing	\$ 1,515.00
Groom Right & Sweep Right	\$ 7,575.00
Performance & Payment Bond	\$ <u>4,744.01</u>
Subtotal Artificial Turf Field	\$469,702.80

All Weather Running Track

Clean, Power Wash, Repair, Resurface, Line Marking	\$265,125.00
Performance and Payout Bond	\$ <u>2,705.09</u>
Subtotal Artificial Turf	\$267,830.09

PROJECT TOTAL

\$737,532.89

WHEREAS, the Municipal Engineer and the Township Purchasing Agent reviewed the costs associated with installation of the same Field Turf artificial turf and running track product at other locations in Northern New Jersey; and

WHEREAS, both the Municipal Engineer and the Purchasing Agent determined the pricing through the KPN was competitive with the bidding process used by other entities in Northern New Jersey especially when considering that the cost of plans, specifications and public bid documents was avoided; and

WHEREAS, the Township complied with the State requirements for purchasing through National Cooperatives including cost savings over the competitive bid process, compliance with “fair and open” criteria and published a Notice of Intent of Award a Contract under a National Cooperative Purchasing Agreement; and

WHEREAS, the Township Council approved Resolution No. 147-18 on June 12, 2018 which authorized a Shared Services Agreement with the West Orange Board of Education to share in the cost of the artificial turf field and all weather running track improvements at the West Orange High School; and

WHEREAS, on June 12, 2018 the Township Council adopted Ordinance No. 2544-18 which authorized funding of \$800,000 for the all-weather track and artificial field improvements at the West Orange High School; and

WHEREAS, the funds for this project will be available on July 5, 2018; and

WHEREAS, the Municipal Engineer recommends awarding a contract to Field Turf for the replacement of the artificial turf field and all weather running track at the stadium at West Orange High School; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a contract for the removal and replacement of the artificial turf field and removal and replacement of the all-weather running track at the stadium at the West Orange High School be awarded to Field Turf, 7445 Cote-de-Liesse Road, Suite 200, Montreal Quebec, Canada H4T1G2 in accordance with their proposal dated June 14, 2018 which complies with their proposal to the Keystone Purchasing Network for a fee of \$737,532.89.

BE IT FURTHER RESOLVED by the Township Council of the Township of West Orange that the award of this contract and the issuance of a Purchase Order for this work is contingent upon funds being available on July 5, 2018.

Karen J. Carnevale, R.M.C., Municipal Clerk

Susan McCartney, Council President

Adopted: June 26, 2018

**I hereby Certify funds are available from Account No. 2018 Capital Budget by
Ordinance No. 2544-18 on July 5, 2018**

John Gross, Chief Financial Officer

Date: Thursday, June 14, 2018
To: **Leonard R. Lepore, P.E.**
 Municipal Engineer/Director of Public Works
 Township of West Orange
Phone: (973) 325-4160
From: Perry DiPiazza, NE Regional Vice-President of Sales
Phone: 201-776-7767
Email: Perry.DiPiazza@external.fieldturf.com
Subject: West Orange High School - KPN Turf & Sitework Proposal

FieldTurf USA, Inc. is pleased to present the following proposal. Price estimates are based off of The Keystone Purchasing Network (KPN) pricing. KPN provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual schools do not have to duplicate the bidding process per KPN Contract # 201801-01.

	Description	Quantity	Units	Unit Price	Total
	Sitework				
1	Remove & Dispose of Existing Turf	77,112	SF	\$0.93700	\$72,254.20
2	Laser Grade Existing Stone Base	77,112	SF	\$0.17344	<u>\$13,374.57</u>
	Subtotal Synthetic Turf Site Work				\$85,628.77
	Synthetic Turf				
3	FieldTurf Core-57	77,112	SF	\$4.1804910	\$322,366.02
4	Inlaid Football Numbers & Arrows	1	EA	\$7,070.00	DONATED
5	Inlaid Football Hash Marks	1	EA	\$7,070.00	DONATED
6	Inlaid Soccer Tick Marks	1	EA	\$5,303.00	DONATED
7	Inlaid Men's Lacrosse Markings	1	EA	\$7,070.00	DONATED
8	Inlaid Women's Lacrosse Markings	1	EA	\$7,070.00	DONATED
9	Center Logo, "WO", 35' x 45', 1-2 Colors	1	EA	\$10,100.00	\$10,100.00
10	End Zone Letters, 15' Tall, 1-2 Colors, "WEST ORANGE" "MOUNTAINEERS"	22	EA	\$1,717.00	\$37,774.00
11	Gmax Testing (1) Test at Install	1	EA	\$1,515.00	<u>\$1,515.00</u>
	Subtotal Synthetic Turf				\$371,755.02
	Total Project				\$457,383.79
	Voluntary Alternates				
A1	Bag and Salvage Existing Infill in lieu of Disposal	77,112	SF	-\$0.25	-\$19,278.00
	Re-use existing infill *	77,112	SF	-\$0.30	-\$23,133.60
	Total Alternate #1				-\$42,411.60
A2	Performance & Payment Bonds	1	LS	\$4,666.72	\$4,666.72

A3	GroomRight & SweepRight	1	LS	\$7,575.000000	\$7,575.00
	Performance & Payment Bonds	1	LS	\$77.29	\$77.29
	Total Alternate #3				\$7,652.29
A4	Track Work				
	CLEANING - Thoroughly air blow and clean the entire surface. POWER WASH - Utilizing the Cyclone CY 5500, high pressure washing equipment, thoroughly clean the entire running track and field event areas using a rotating high pressure washing head capable of producing heated water and utilizing a water reclamation and filtration system to conserve water and capture surface contaminants. Water will be filtered through filtration bags before being released to drain into surrounding grass or soil on site. This water may have a slight color tint resulting from contact with oxidized surface coatings. Solid waste will be captured and properly disposed of. The facility owner is responsible for providing a water source. MISC REPAIRS - repair any existing cracks, open seams, holes or otherwise damaged sections of the existing resilient surface using compatible urethane materials. RESURFACE WEARING COURSE - All cleaned and prepared surfaces shall receive the Beynon 6SS-2000 Resurfacing System consisting of a 5mm thick overlay of 2-component polyurethane and EPDM rubber. The total area to be resurfaced is approximately 6,166 square yards. Color Red, Surface Texture Embedded. LINE MARKING - Utilizing 100% polyurethane line marking paint, layout and machine spray all lane lines, numerals and event markings. Certification is included. Copies of an "as built" drawing depicting all markings, complete with color key, will be provided.	1	LS	\$265,125.00	\$265,125.00
	Performance & Payment Bonds	1	LS	\$2,705.09	\$2,705.09
	Total Alternate #4				\$267,830.09

EXCLUSIONS:

1. E & S Controls - Per Plan.
2. Sales Tax- Owner to provide tax exempt certificate
3. Supply or installation of Perimeter Safety Fencing
4. Rock excavation, haul off spoils offsite
5. Site Security

Thursday, June 14, 2018

6. Unsuitable soils - Once subgrade has been established, a proof roll will be required to ensure structure stability of the soils. In the event that unsuitable soils are encountered, a price to remedy the areas will be negotiated between owner and contractor.
7. Installation of manholes, junction boxes, gabions, concrete or rock rip rap, storm drainage not related to the field construction, grate inlets, RCP
8. Relocation, removal of existing utilities not limited to electrical conduits, power poles, water, sewer, gas cable, telephone, storm drainage, irrigation heads, lines, valve boxes or wiring of same
9. Permits and fees are responsibility of owner
10. Construction signs (If necessary, are responsibility of owner)
11. Small vehicle to tow FieldTurf maintenance equipment
12. Geotechnical investigation of site

NOTES:

*To be eligible for infill reuse, FieldTurf will follow the steps below to assure quality and performance are met. If the infill passes all our internal testing, the option of infill reuse is plausible.

1. Collection: The first step is to collect some of the infill from the field. Our skilled collection team will remove infill from ~2 square feet using our infill extraction protocol and take infill depth at several locations.

2. Diagnosis: The collected infill materials will be sent to our Innovation and Performance Center to be analyzed. The testing protocol includes key considerations for the following categories:

Cleanliness

- Unwanted material

Shock Attenuation / Gmax

- % Fines

- Infill Mix

Ability to re-install

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) Pricing is based on the attached field layout
- b) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- c) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- d) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under a typical field size and scenario, FieldTurf further requires approximately 120 days unencumbered access to the field to complete the field, subject to weather, other delays beyond the control of FieldTurf and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall be entitled to pursue all costs and expenses, including attorney fees, associated with collection procedures of payment of any past due invoice.

- h) All colors are to be chosen from FieldTurf's standard colors.
- i) The FieldTurf product carries an 8 year 3rd party insured warranty.
- j) 1 year warranty on track resurface

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Cooperative Purchasing Program. 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com



PRODUCT 1



APPROVED BY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

SPORT COLORS	
	FOOTBALL COMPLETE COLOR NAME: WHITE PANTONE COLOR NUMBER: WHITE
	BOYS LACROSSE COMPLETE COLOR NAME: LAGOON BLUE PANTONE COLOR NUMBER: 292C
	GIRLS LACROSSE COMPLETE COLOR NAME: SILVER PANTONE COLOR NUMBER: 423C
	SOCCER TICK MARKS COMPLETE COLOR NAME: BLACK PANTONE COLOR NUMBER: BLACK

LOGO COLORS	
	COMPLETE COLOR NAME: LAGOON BLUE PANTONE COLOR NUMBER: 292C
	COMPLETE COLOR NAME: WHITE PANTONE COLOR NUMBER: WHITE
	COMPLETE COLOR NAME: NAVY BLUE PANTONE COLOR NUMBER: 292C

LEGEND	
	FIELD GREEN / SUMMER GREEN FIELDTURF 77,004 14, H

END ZONE COLOR	
	COMPLETE COLOR NAME: NAVY BLUE PANTONE COLOR NUMBER: 292C

FIELD LAYOUT NOTES (sports are in order of dominance)

1. FOOTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.
2. BOYS LACROSSE MARKINGS ARE 4" LAGOON BLUE NFHS STANDARDS.
3. GIRLS LACROSSE MARKINGS ARE 4" SILVER NFHS STANDARDS.
4. SOCCER TICK MARKS MARKINGS ARE 4" BLACK NFHS STANDARDS.

FIELD DOMINANCE IS ONLY WITHIN THE FOOTBALL FIELD OF PLAY.

COLOR DASHED CIRCLES ARE TO INDICATE PLACEMENT OF THE 4" X 4" INLAID TICK MARKS.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

NFHS STANDARDS



**WEST ORANGE HIGH SCHOOL
FOOTBALL REPLACEMENT
WEST ORANGE, NJ**

DATE: JUNE 04, 2018 ISSUE: PRESENTATION SHEET: 20 FIELD LAYOUT

Scale is only accurate when this drawing is printed on 11" X 17" paper.

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell three (3) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday July 10, 2018 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell six (6) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday July 10, 2018 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: June 26, 2018

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday July 10, 2018 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1997	FORD	1FALP52U9VA294446
1996	LAN	SALJY1249TA184350
2007	VW	3VWEG71K97M202611

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday July 10, 2018 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1997	FORD	1FTEE142XVHB04514
2012	BMW	WBAKF3C54CE974214
2002	HON	1HGCG22522A016731
1995	JEEP	1J4GZ58Y5SC520296
2010	NIS	JN8AZ1MW9AW118016
2005	HON	1HGEM22955L075432

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

RESOLUTION

To Authorize the purchase of one (1) 2018 Ford F-250 through the New Jersey State Cooperative Contract #A88727

WHEREAS, the Township of West Orange (Township) Police Department must continue to add new vehicles to its fleet to maintain an optimal number in service; and

WHEREAS, as a local government unit can purchase such items pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) without public advertising for goods or services, enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Beyer Ford, located 170 Ridgedale Ave, Morristown, New Jersey 07960 has the following contract through the State of New Jersey (see "Exhibit A") for the following vehicle:

**State of New Jersey Contract #A88727
One (1) 2018 Ford F-250
Total amount: \$55,105.95**

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a Purchase Order in the amount of \$55,105.95 to Beyer Ford with funds available subject to the bond ordinance period of repose on July 5, 2018.

Karen J. Carnevale, R.M.C., Municipal Clerk

Susan McCartney, Council President

Adopted: June 26, 2018

**I hereby certify funds are available from: Account Number
2018 Capital Budget by
Ordinance No. 2544-18 on
July 5, 2018**

John O. Gross, Chief Financial Officer

6/5/2018

EXHIBIT A



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

#3

To:

From:

Brooks Buxton

Phone/Fax:

(973) 319-7009 / (973) 884-2650

Vehicle

Beyer Fleet

Pick Up

31 Williams Parkway

Location

East Hanover, NJ 07936

2018 FORD F-250 SRW XL 4WD SUPERCAB 164" WB w/ 8' Bed

NJ STATE CONTRACT

A88727

6.2L 2-Valve SOHC EFI NA V8 Flex Fuel
Transmission: TorqShift-G 6-Spd Auto
3.73 Axle Ratio (STD)
50-State Emissions System
Transmission w/Oil Cooler
Manual Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery
Extra Heavy-Duty 200-Amp Alternator
Class V Towing w/Harness, Hitch
3560# Maximum Payload
GVWR: 10,000 lb Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Manual Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS
Wheels: 17" Argent Painted Steel
Tires: LT245/75R17E BSW A/S PLUS (4)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody
Clearcoat Paint
Black Front Bumper w/Black Rub Strip
Black Rear Step Bumper
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Front License Plate Bracket
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Manual Tailgate/Rear Door Lock
Halogen Headlamps w/Delay-Off
Cargo Lamp Integrated w/High Mount Stop Light
Back-Up Camera

Radio: AM/FM Stereo -inc: 6 speakers
Fixed Antenna
1 LCD Monitor In The Front
Front Seats w/Manual Driver Lumbar
4-Way Driver Seat -inc: Manual Recline,
4-Way Passenger Seat -inc: Manual Recline
60-40 Folding Split-Bench Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure
Fixed Rear Windows
6 Person Seating Capacity
Front Cupholder
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Day-Night Rearview Mirror
2 12V DC Power Outlets
Full Overhead Console w/Storage
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood And Pickup Cargo Box Lights
Instrument Panel Bin and Covered Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver/Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver/Passenger Front Airbags
Mykey System
Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts

Base Price \$ 25,378.00

6/5/2018

Options for F250

Upgrade to (W2B) XL 4WD Crew Cab 6.75' Box	\$	3,795.00
3.73 Axle Ratio w/Electronic Locking Rear Axle	\$	390.00
Tires: LT275/70R18E BSW A/T (4)	\$	165.00
Power Equipment Group	\$	915.00
Snow Plow/Camper Package	\$	245.00
Upfitter Switches	\$	165.00
LED Roof Clearance Lights	\$	80.00
Trailer Brake Controller	\$	270.00
FX4 Off-Road Package Incl-Transfer Case & Fuel Tank Skid Plates	\$	295.00
4x4 Electronic-Shift-On-The-Fly (ESOF)	\$	185.00
Tailgate Step & Handle	\$	375.00
Power-Sliding Rear-Window w/Defrost	\$	405.00
Privacy Glass	\$	30.00
LED Box Lighting	\$	60.00
BoxLink -inc: 4 premium locking cleats	\$	75.00
Front & Rear Wheel Well Liners	\$	325.00
Radio: AM/FM Stereo/Single-CD/MP3	\$	550.00
SYNC 3 Communications & Entertainment System	\$	115.00
Ultimate Trailer Tow Camera System	\$	710.00
Reverse Sensing System	\$	245.00
Blind Spot Information System (BLIS) Inc: cross-traffic alert and trailer tow	\$	540.00
Remote Start System	\$	195.00
Front & Rear Splash Guards	\$	130.00
Tough Bed Spray-In Bedliner	\$	540.00
State Discount (10% off Factory MSRP Options)	\$	(1,080.00)
BAKFlip G2 Tonneau Cover	\$	995.00
Vehicle Undercoating	\$	490.00
Red/White Dome Light	\$	158.00
Ford Running Boards	\$	595.00
Back Rack	\$	495.00
(2) UB LED Scene/Work Lights Mounted to Back Rack	\$	595.00
(2) UB LED Scene/Work Lights Mounted Under Rear Bumper	\$	425.00
MNStar Beyer Fleet Harness	\$	766.50
Whelen 54" Liberty Lightbar (1/2 Red / 1/2 Blue) w/ LED TDs & Alleys	\$	3,828.00
Whelen GenCom Sapphire Siren/Light Controller w/ 100watt Speaker & Bracket	\$	1,207.50
(2) Whelen IONs Mounted on Pushbumper (1-Red) (1-Blue)	\$	383.25
(8) Whelen Vertex (R/B-Front , Clear-Reverse , Red-Brake)	\$	1,316.00
Havis 24" Box Console w/Armrest, Maplight & Cupholder	\$	687.75
(2) Whelen Headlight Flashers	\$	325.50
Whelen LED Dominator Mounted on Rear Back Rack (Red/Blue)	\$	876.75
Whelen IONs Mounted Rear LP w/ Bracket (R/B Split)	\$	383.25
Setina PB400 Pushbumper	\$	472.55
(4) Customer Supplied Radio Cables & Antennas	\$	522.90
Ford PremiumCare Warranty 8 Year /125,000 mile w/ \$0 Deductible	\$	5,485.00

Option Total \$ **29,727.95**

Budget Total \$ **55,105.95**

Date: 6/5/2018

Quote is good for 60 Days

RESOLUTION

**To authorize the purchase of five (5) 2018 Police Interceptor Utility Vehicles
through the Cranford Police Cooperative Contract #47-CPCS**

WHEREAS, the Township of West Orange (Township) Police Department must continue to add new vehicles to its fleet to maintain an optimal number in service; and

WHEREAS, as a local government unit and a member of the Cranford Police Cooperative can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A.40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Beyer Ford, located 170 Ridgedale Avenue, Morristown, NJ 07960 has the following contract through the Cranford Co-Op for the following vehicles, see Exhibit "A":

**Cranford Contract #47-CPCS Item #2
Five (5) 2018 Police Interceptor SUV
Total amount: \$225,218.55**

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order in the amount of \$225,218.55 to Beyer Ford with funds available subject to the bond ordinance period of repose on July 5, 2018.

Karen J. Carnevale, R.M.C., Municipal Clerk Susan McCartney, Council President

Adopted: June 26, 2018

**I hereby certify funds are available from: Account Number
2018 Capital Budget by
Ordinance No. 2544-18 on
July 5, 2018**

John O. Gross, Chief Financial Officer

5/25/2018

EXHIBIT A



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

To:	From: Brooks Buxton
	Phone/Fax: (973) 319-7009 / (973) 884-2100
	Vehicle Beyer Fleet
	Pick Up 31 Williams Parkway
	Location East Hanover, NJ 07936

**2018 POLICE INTERCEPTOR SUV
CRANFORD
CONTRACT #47-CPCPS. ITEM #2**

Mechanical

Engine: 3.7L V6 Ti-VCT
Transmission: 6-Speed Automatic
3.65 Axle Ratio (STD)
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel Drive
Engine Oil Cooler
78-Amp/Hr 750CCA Maintenance-Free Battery
HD 220 Amp Alternator
Electric Power-Assist Steering
18.6 Gal. Fuel Tank
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel
Tires: P245/55R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Body-Colored Front Bumper w/Black Rub Strip/Fascia
Black Power Side Mirrors w/Convex Spotter and Manual
Fixed Rear Window w/Fixed Interval Wiper
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Front Windshield -Inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Projector Beam Led Low Beam Headlamps
LED Brakelights
entertainment
Radio: MyFord AM/FM/CD/MP3
Integrated Roof Antenna

Paint Vehicle Black and White (LAPD Style)
Driverside Spotlight (LED)
Noise Suppression

Interior

60-40 Folding Split-Bench Front Facing Fold Forward
Manual Tilt Steering Column
Power Rear Windows and Fixed 3rd Row Windows
5 Person Seating Capacity
Remote Releases -Inc: Power Trunk/Hatch
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Vinyl/Flubber Floor Covering
Cargo Features -Inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power Adjustable Pedals
Power 1st Row Windows w/Driver And Passenger 1-Touch
Power Door Locks
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
2 12V DC Power Outlets
Air Filtration
Safety-mechanical
ABS And Driveline Traction Control
Safety-exterior
Side Impact Beams
Safety-interior
Dual Stage Driver And Passenger Seat-Mounted Side
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Rear Child Safety Locks
Rear Camera w/Washer

Additional Contract Specific Items

Dark Car Feature
Cargo Dome Lamp

Base Price \$ 25,961.00

5/25/2018

Options for Interceptor SUV

Solid Color Paint	\$	(100.00)
Delete Driverside Spotlight	\$	(110.00)
Front Headlamp/ Police Interceptor Housing Drilled	\$	125.00
Tail Lamp Interceptor Housing Drilled	\$	60.00
Interior Upgrade Package	\$	495.00
Police Badge Delete	\$	-
18" Aluminum Wheels	\$	475.00
SYNC Incl- Bluetooth, USB Port, Aux Audio Jack	\$	360.00
Black Roof Rack Side Rails	\$	155.00
Grille LED Lights, Siren & Speaker Pre-Wiring	\$	120.00
Heated Sideview Mirrors	\$	60.00
Reverse Sensing	\$	317.00
Remote Keyless Entry Key Fob w/o Key Pad	\$	375.00
Cargo Storage Vault	\$	245.00
Remote Start	\$	495.00
Skid Plate	\$	300.75
MNStar Installer Series Wiring Harness	\$	440.00
MNStar Power Distribution Panel w/Master Cut-Off Switch	\$	290.00
Odyssey Battery	\$	395.00
Charge Guard	\$	225.00
Whelen XLP Inneredge- Passengerside Only (1/2 Red / 1/2 Blue)	}	
Whelen HHS2200 Hand Held Siren/ Light Controller		
Whelen 100watt Speaker & Bracket		
Whelen Headlight Flasher		
(2) Whelen ICONs Mounted in Headlights		
(4) Whelen ICON LEDs Mounted in Grille (R/B Split)		
(4) Whelen Vertex Mounted in Reverse Lights	}	\$ 4,925.00
(2) Whelen Dual Avengers (R/B) Split Mounted in Rear Window on Hatch		
(2) Whelen ICON LEDs Mounted in Side Cargo Windows (R/B Split)		
Window Tint	\$	350.00
Setline 2-Tier Cargo Box (Metal) w /Sliding Lower & Upper (Lock)	\$	995.00
Option Total	\$	10,992.75
Budget Total	\$	36,953.75

Date: 5/25/2018

Quote is good for 60 Days

To accept this quotation, sign here and return: _____

5/25/2018



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

#2

To:	From: Brooks Buxton
	Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle: Beyer Fleet
	Pick Up: 31 Williams Parkway
	Location: East Hanover, NJ 07936

2018 POLICE INTERCEPTOR SUV

CRANFORD

CONTRACT #47-CPCPS ITEM #2

Mechanical

Engine: 3.7L V6 Ti-VCT
Transmission: 6-Speed Automatic
3.65 Axle Ratio (STD)
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel Drive
Engine Oil Cooler
78-Amp/Hr 750CCA Maintenance-Free Battery
HD 220 Amp Alternator
Electric Power-Assist Steering
18.6 Gal. Fuel Tank
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel
Tires: P245/55R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Body-Colored Front Bumper w/Black Rub Strip/Fascia
Black Power Side Mirrors w/Convex Spotter and Manual
Fixed Rear Window w/Fixed Interval Wiper
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Front Windshield -inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Projector Beam Led Low Beam Headlamps
LED Brakelights
entertainment
Radio: MyFord AM/FM/CD/MP3
Integrated Roof Antenna

Interior

60-40 Folding Split-Bench Front Facing Fold Forward
Manual Til Steering Column
Power Rear Windows and Fixed 3rd Row Windows
5 Person Seating Capacity
Remote Releases -inc: Power Trunk/Hatch
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Vinyl/Flubber Floor Covering
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power Adjustable Pedals
Power 1st Row Windows w/Driver And Passenger 1-Touch
Power Door Locks
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
2 12V DC Power Outlets
Air Filtration
Safety-mechanical
ABS And Driveline Traction Control
Safety-exterior
Side Impact Beams
Safety-interior
Dual Stage Driver And Passenger Seat-Mounted Side
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Rear Child Safety Locks
Rear Camera w/Washer

Additional Contract Specific Items

Paint Vehicle Black and White (LAPD Style)
Driverside Spotlight
Noise Suppression

Dark Car Feature
Cargo Dome Lamp

Base Price \$ 25,961.00

Options for Interceptor SUV

Front Headlamp/ Police Interceptor Housing Drilled	\$	125.00
Tail lamp/ Police Interceptor Housing Drilled	\$	60.00
Fleet Key Code 1284X	\$	145.00
(4) Remappable Steering Wheel Switches	\$	212.00
Rear Window Power Delete	\$	97.00
Rear Door Handles / Locks Inoperable	\$	217.00
SYNC	\$	360.00
Heated Sideview Mirrors	\$	60.00
Grille LED Lights, Siren & Speaker Pre-Wiring	\$	120.00
MNStar Installer Series Wiring Harness	\$	440.00
MNStar Power Distribution Panel w/Master Cut-Off Switch	\$	290.00
Skid Plate	\$	300.75
Odyssey Battery	\$	395.00
Charge Guard	\$	225.00
LED Spotlight Upgrade	\$	194.25
MNStar Beyer Fleet Harness	\$	766.50
Roof Wiring	\$	305.50
(2) Whelen Striplight LEDs in Cargo Area w/ On/Off Switch	\$	315.00
Whelen Liberty Lightbar (1/2 Red / 1/2 Blue) w/ LED TDs & Alleys	\$	3,528.00
Whelen CenCom Sapphire Siren/Light Controller w/ 100watt Speaker & Bracket	\$	1,207.50
Whelen IONs Mounted on Pushbumper (1-Red) (1-Blue)	\$	383.25
(2) ION & (4) Whelen Vertex (R/B-Front, Clear-Reverse, Red-Brake)	\$	987.00
Pro-Gard (P1000) Pro-Cell 1/2 Cage, Rear Transport Seat & Cage, WBC, Door Skins	\$	2,861.25
Havis Interceptor Center Console w/Armrest, Maplight & Cupholder	\$	687.75
(2) Whelen Vertex as Wig-Wags (Clear)	\$	325.50
(2) Whelen Dual Avengers (R/B) Split Mounted in Rear Window on Hatch	\$	876.75
(2) LEDs Mounted in Bottom of Rear Hatch (R/B Split) w/ On/Off & Mercury Switch	\$	309.75
Setina PB400 Pushbumper	\$	472.55
(4) Customer Supplied Radio Cables & Antennas	\$	522.90
Setina 2-Tier Cargo Box (Metal) w/ Sliding Lower & Upper (Lock)	\$	995.00
Ford PremiumCare Warranty 4 Year /100,000 mile w/ \$0 Deductible	\$	3,320.00
Paint Vehicle Black and White (LAPD Style)		Incl

Option Total \$ **21,105.20**

Budget Total \$ **47,066.20**

Date: 5/25/2018

Quote is good for 60 Days

To accept this quotation, sign here and return: _____

THE MUSIAL GROUP ARCHITECTURE

14 June 2018

Leonard R. Lepore, PE
Municipal Engineer, Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Architectural Design Services for West Orange Public Library

Dear Mr. Lepore,

It is with great pleasure that The Musial Group responds to the Township of West Orange's Request for Proposals for a Architectural Design Services for the Public Library. The Musial Group is pleased to present to the Township a talented, experienced team of Architects and Engineers.

Through our extensive experience working with various private and public institutions throughout the State of New Jersey, we have the insight and expertise necessary to provide Architectural, Engineering and Interior Design Services to the West Orange Public Library. Our past experience includes numerous renovation projects where careful phasing was involved due to the need to keep operations during construction. Our in-house Engineering allows us to coordinate drawings efficiently which saves our clients time and money. We are confident that we can help you achieve your goals in the most practical, cost effective and efficient way possible, ensuring that our solutions speak to the values and principles set forth by the Township and the Library.

Thank you for allowing us the opportunity to respond to your RFP. We would greatly appreciate the opportunity to present our qualifications in greater detail and look forward to the possibility of establishing a professional relationship.

Very truly yours,

The Musial Group, p.a.

Noel S. Musial, A.I.A., PP, NCARB
President

Noel S. Musial, A.I.A., PP, NCARB
President

Noel S. Musial, II, A.I.A., NCARB
Principal

John S. Swaszek, RA
Architect Associate

Larry Lane, A.I.A.

Project Architect

John A. Krupka, PE, LEED AP
Project Engineer

181 Mill Lane
Mountainside, NJ 07092
t. 908.232.2880
f. 908.232.2845

e. nsmusial@themusialgroup.com
w. <http://www.themusialgroup.com>

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1
PUBLIC LIBRARY IMPROVEMENTS
EXECUTIVE SUMMARY

THE MUSIAL GROUP ARCHITECTURE

EXECUTIVE SUMMARY

We thank the Township of West Orange for the opportunity to submit a proposal for Architectural Design Services for the Public Library. We have thoroughly reviewed the RFP document to provide the Township with a well-considered proposal of our services.

Our expertise in the design of educational facilities affords us the necessary knowledge and understanding for a programming study, exterior and interior renovation or a new facility design. Many of our recent projects were renovations that required us to maintain operations during construction, so we feel we are well versed in phasing the project to purposefully minimize distractions for the public.

PROJECT TEAM DESCRIPTION

Founded in 1976, the firm provides architectural and engineering services to a variety of public and private sector clients throughout the State of New Jersey. Our firm has 42 years of experience in the design of public facilities and our office in Mountainside, NJ is conveniently located within 30 minutes of the Township of West Orange. This allows us to accommodate any and all meetings, conferences, training and quick response during the course of the project design and construction.

Noel S. Musial, A.I.A., PP, NCARB, President of The Musial Group, closely monitors each project to ensure that the integrity of budget and scheduling is maintained. His credentials as a licensed architect in NJ, NY, PA and CT, licensed planner in NJ, and past experience as a Mayor afford him a unique perspective and depth of knowledge regarding government operations including the approval and permit processes.

Noel S. Musial, II, A.I.A., NCARB, Principal of The Musial Group, graduated from Rhode Island School of Design bringing with him an expertise in sustainable building practices.

The Musial Group has focused its efforts on projects within the public sector. Contributing to this realm is an opportunity to contribute to our community. This sentiment is shared by our employees and is the source of our vocation. The Musial Group's professional pursuits have been focused on the formulation of place-specific concepts that are sensitive to the existing built and social fabric. Our integrated design process is characterized by the inclusion of clients, stakeholders, and community representatives in the development of elegant solutions to complex design problems.

Our excitement lies in our dedication to providing well designed buildings and spaces that are sustainable, efficient and affordable, which will meet the Township's needs now and long into the future. With the help of our LEED certified staff, we strive to attain a balance between the economic, social and environmental factors that are integral to our design process.

RELEVANT QUALIFICATIONS

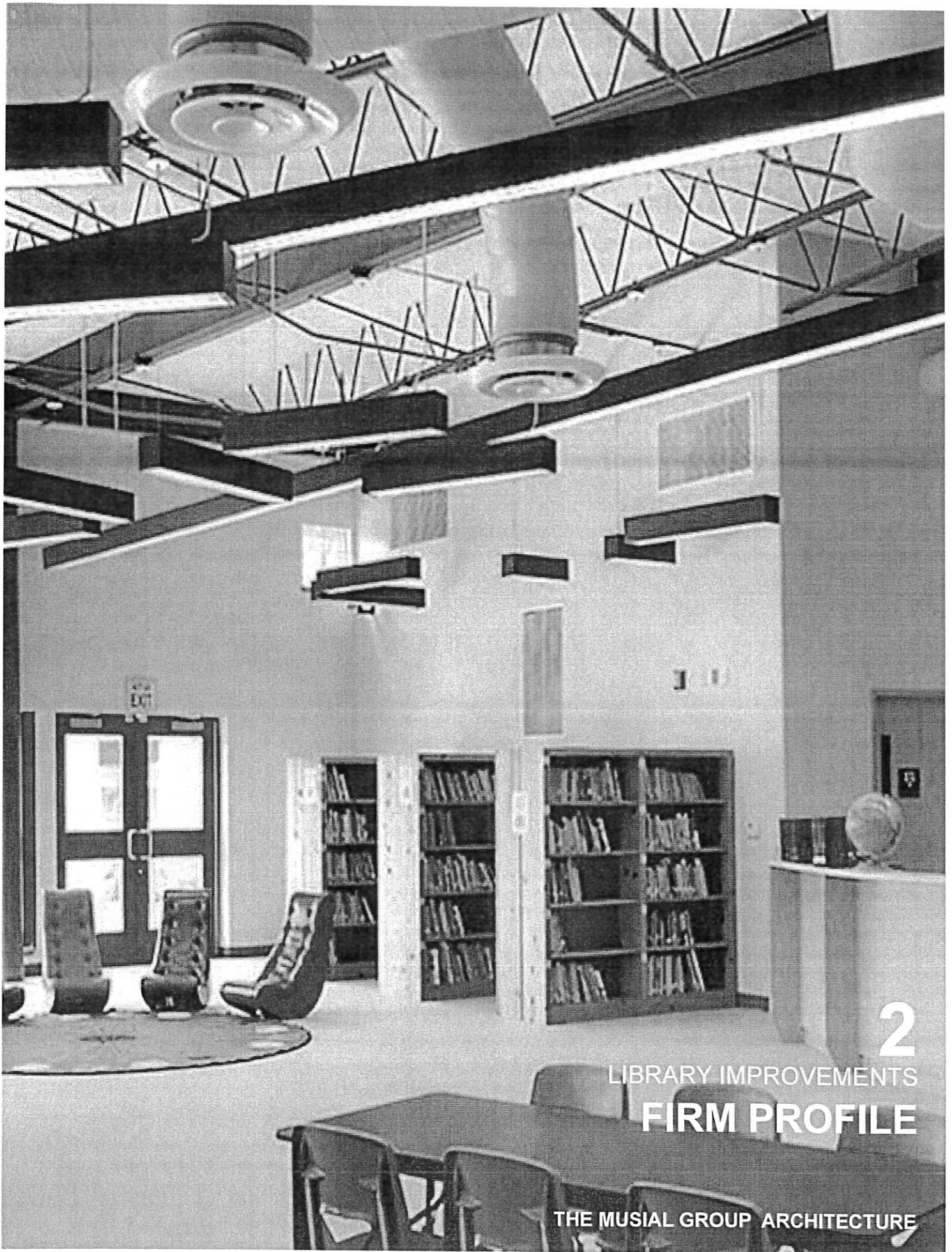
Our relevant project experience includes examples of our design in library projects. Considering the scope of this particular project, we feel the projects listed below will attest to our experience with library improvements. Current, exemplary projects very similar to the needs of the Township for the Public Library project:

- Glen Ridge Library
- Elizabeth Board of Education - Washington School #1 Library
- Elizabeth Board of Education - Robert Morris School #18 Library
- Roselle Board of Education - Abraham Clark High School Library
- South Amboy Board of Education

A wide variety of awards and recognition attest to our past performance. Most importantly, our team is client-focused and dedicated to meeting and exceeding expectations. Our past projects are demonstrative of our ability to work intimately with user groups. Through a measured and analytical approach, our investigations have produced successful projects that promote the values and aspirations of our clients while being mindful of pragmatic aspects such as budget and schedule.

Below are projects where careful phasing was involved in order to maintain operations during construction:

- Hudson County Administration Building Annex
- Morris County Central Avenue Complex
- Morris County Engineering Building
- Union County Clerk's Office

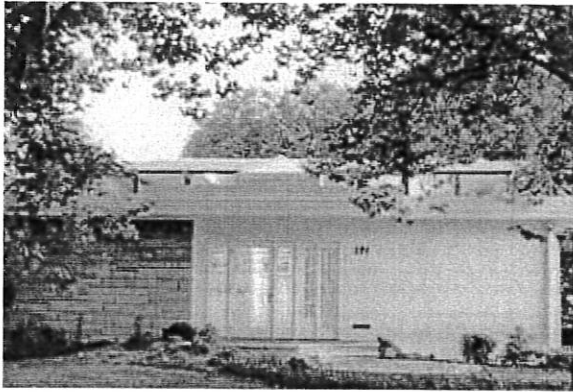


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LIBRARY IMPROVEMENTS
FIRM PROFILE

THE MUSIAL GROUP ARCHITECTURE

FIRM PROFILE



THE MUSIAL GROUP ARCHITECTURE

191 Mill Lane
Mountainside, NJ 07092
t. 908.232.2860
f. 908.232.2845
e. studio@themusialgroup.com
w. <http://www.themusialgroup.com>

Contact Person:
Noel S. Musial, A.I.A., President
p. 908.232.2860 ext.242 c. 908.510.6500

The Musial Group is an award winning architectural and engineering practice dedicated to providing socially and environmentally responsible built works. Founded in 1976, the firm provides architectural and engineering services to a variety of public and private sector clients. Over the firm's 42 year history, The Musial Group has focused its efforts on providing well-designed buildings that are sustainable, efficient and affordable, which meet our client's needs now and long into the future.

Our integrated design process is characterized by the inclusion of clients, stakeholders, and community representatives in the development of comprehensive solutions to complex design problems. Through a measured and analytical approach, our investigations have produced successful projects that promote the values and aspirations of our clients while being mindful of pragmatic aspects such as project phasing, budget, and the need for continued operations during the construction process.

Noel S. Musial, A.I.A., NCARB, PP, president of the firm, closely monitors each project to ensure that the integrity of budget and scheduling is maintained. His credentials as a licensed architect in NJ, NY, PA and CT, licensed planner and interior designer in NJ, and past experience as a Mayor, afford him a level of great expertise which he brings to all projects irrespective of size or sector. The firm has (4) licensed architects and one (1) engineer on staff, plus sufficient technical and office personnel to handle your project.

Noel S. Musial, II, A.I.A., NCARB, Principal of The Musial Group, graduated from Rhode Island School of Design bringing with him an expertise in sustainable building practices.

Our services include:

- | | | |
|-------------------|-----------------------------|--------------------|
| • Architecture | • Interior Design | • Programming |
| • Engineering | • Additions and Renovations | • Graphic Design |
| • Master Planning | • Space Planning | • Needs Assessment |

PUBLIC CLIENTS

Bound Brook Board of Education	Morris County Board of Chosen Freeholders
Brick Township Board of Education	Somerset County Board of Chosen Freeholders
Clark Board of Education	Union County Board of Chosen Freeholders
Dunellen Board of Education	Warren County Board of Chosen Freeholders
Eagleswood Board of Education	Berkeley Heights, Township of
Elizabeth Board of Education	Bloomsbury, Borough of
Garwood Board of Education	Branchburg, Township of
Green Township Board of Education	Butler, Borough of
Hillside Board of Education	Cranford, Township of
Irvington Board of Education	Delaware River Port Authority
Jersey City Public Schools	Dover, Township of
Linden Board of Education	Elizabeth, City of
Manalapan-Englishtown Board of Education	Englewood, City of
Matawan Board of Education	Flemington, Borough of
Margate Board of Education	Garwood, Borough of
Moonachie Board of Education	Glen Ridge, Township of
Morris Plains Board of Education	Hillside, Town of
Mountainside Board of Education	Irvington, Town of
Northfield Board of Education	Kearny, Town of
North Brunswick Board of Education	Kenilworth, Borough of
North Caldwell Board of Education	Lyndhurst, Township of
Roselle Board of Education	Newark, City of
Roselle Park Board of Education	Passaic, City of
Ridgefield Board of Education	Perth Amboy, City of
Sea Isle City Board of Education	Roselle, Borough of
South Amboy Board of Education	Roselle Park, Borough of
Trenton Board of Education	Toms River, Township of
Ventnor City Board of Education	Trenton, City of
Wanaque Board of Education	Vernon, Township of
West Milford Board of Education	Weehawken, Township of
Westfield Board of Education	Westfield, Town of
Winfield Township Board of Education	Westwood, Borough of
Monmouth County Vocational School Board of Education	Winfield, Township of
Union County Vocational School Board of Education	Elizabeth Development Company
Kean College of New Jersey	Elizabeth Housing Authority
Ramapo College of New Jersey	Empire State Development Corporation, New York
Union County College	Naval Air Engineering Center, Lakehurst, NJ
Burlington County Board of Chosen Freeholders	New Jersey Department of Building and Construction
Hudson County Board of Chosen Freeholders	Princeton Regional Planning Board
Hunterdon County Board of Chosen Freeholders	Roselle Enterprise Zone Development Corporation
Monmouth County Board of Chosen Freeholders	Union County Improvement Authority
	United States Postal Service, Jersey City Post Office

PRIVATE CLIENTS

Alexian Brothers Hospital	Elizabeth Development Corporation	Poko Management Corporation
All State Legal Supply	Elizabeth Industrial Center	Puleo's Manufacturing Company
Alpha Pash Incorporated	Employee's Center for Young Children	Rosedale & Linden Park Company
Amalfe Brothers Tire Store	Evergreen Cemetery & Crematory	Route 22 Assoc. Kraft General Foods
Amboy National Bank	Fanwood Chemical Corp.	Saint Andrew's Church
American Cancer Society	First Valley Bank	Salvation Army
Atlantic Freight Systems	Foremost Manufacturing	Second Presbyterian Church
Auto Holding, Inc.	Franchino & Lenahan Law Offices	Singer Shop Rite
Auto World	Franklin State Bank	Slater Electric Company
Autohaus U.S.A.	Frog Hollow Housing Partnership	Smith Industries Aerospace
Avon & Company	Fulton Street Cafe, South Street Seaport	Sordoni Skanska
Bahrs Landing Restaurant	General Magnaplate Corp.	Specialty Restaurants
Bederson, Parness, Bond & Schneider	Gorny & Gorny Funeral Home	Springfield Park Place
Bender Memorial Academy	Gotham-On-Hudson	Stanziale Construction
Berkowitz Press	GTE Realty	State Realty Agency, LLC
Big A Auto Stores	Gusmer Enterprises	Summit Ad Group
Boyle Company, The	H.O.M.E. Incorporated	Summit Bank
Bozell & Jacobs Advertising	Hartz Mountain Industries, Inc.	Sumo Enterprises Inc.
Branch Brook Company	Hawke Associates	Sustainable Aquaculture Systems, Inc.
Bruno's Pizzeria & Restaurant	Higgins & Bonner Funeral Home	Three County Volkswagen
BRW Associates	Howardson Corporation	Tiffany & Company
Burru-Division of Quaker Oats Company	Individualized Shirts, Inc.	Timpat
Center for Infant Development of Elizabeth	JP Rush	Total Pets II
Center School, The	JVM Sales	U-Haul Corporation
Cerebral Palsy League of Union County	Jingoli & Son	Union Memorial General Hospital
Chandler Sportswear	Keyes Martin Advertising	United Cooling & Refrigeration
Chemtech	Knights of Columbus	United Jersey Bank
Christ Church	Labor Local 394	United Poles
Citizen's Bank N.A.	Leberco Celsis	Vita-Pure
Coleman & Pellet, Inc. Public Relations	Levin Management	Perth Amboy Federal Credit Union
Community Access Unlimited	Loving Hands Academy	PrimeTime Schools
Continental Airlines	M&M Construction	Wakefern Food Corporation
Corporate Centers Incorporated	MAR Acquisition Group, LLC	Weichert Realtors
Crestmont/Toyota Volkswagen	Maser Consulting PA	Westfield Community Players
Cummings Motors	Mercedes Benz of Morristown	World Savings and Loan Association
Digital Color Concepts	Mikropul Corporation (A U.S. Filter Co.)	YMCA of Eastern Union County
Discount Muffler Shop	Miller Construction	
Dunkin Donuts	National State Bank	
Eastern Silk Mills, Inc.	New Jersey Officers Federal Credit Union	
Eastern Tea Corporation	Newark Revolving Holding Co.	
ECD Corporation	Ogden Martin	
Ecodyne-Graver Water Div.	P & D American Foods	
Ecoplex Corporation	Pascale Construction	
Ed Blick Realtor	People Express	
Egenolf Day Care Center	Phenomenal Dough LLC	
Elegant Headwear Company, Inc.	Plaza K Realty Limited	

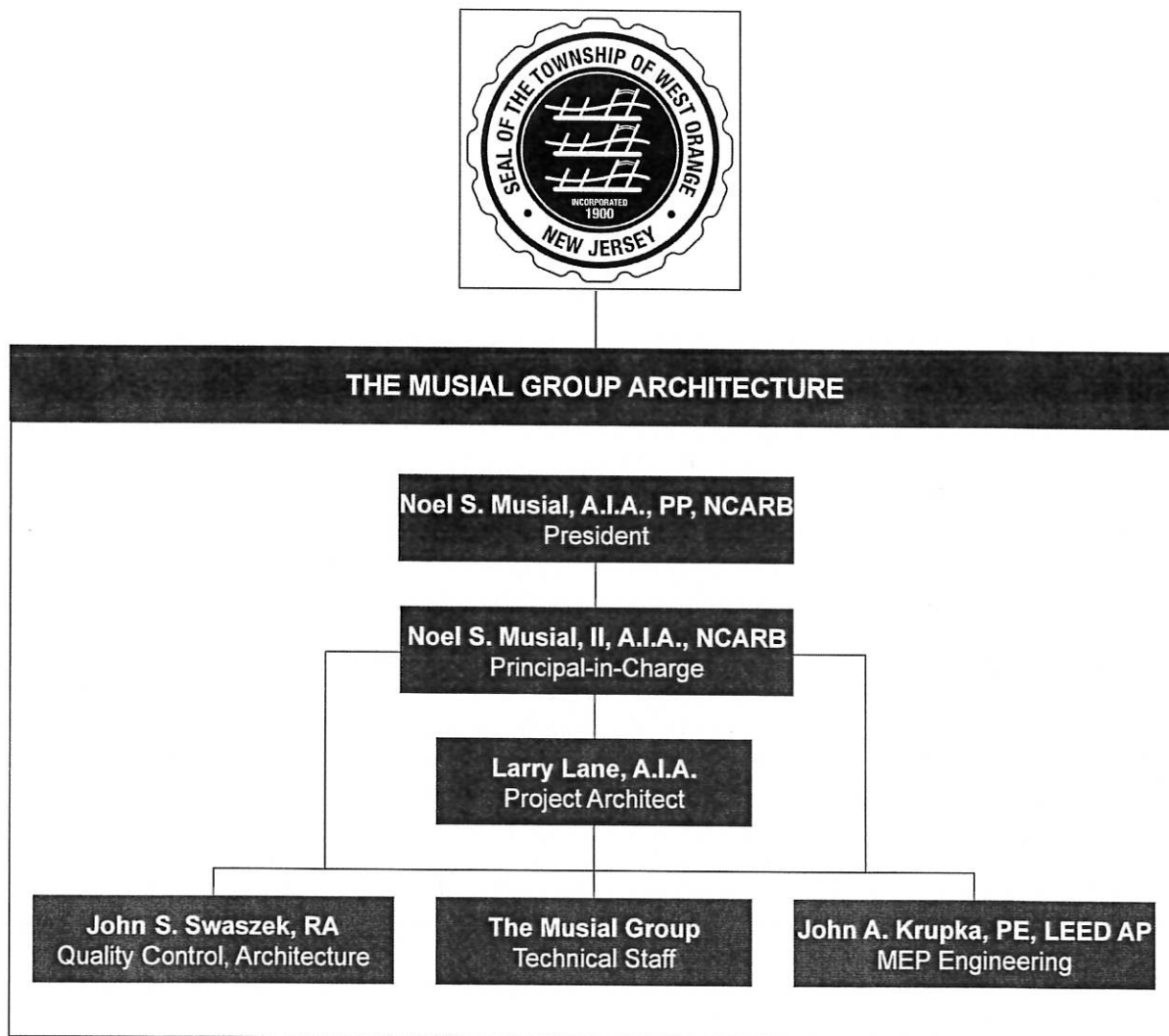
3

LIBRARY IMPROVEMENTS

PROJECT TEAM

THE MUSIAL GROUP ARCHITECTURE





A key attribute that characterizes Musial Group projects is the continuity of staffing. As such, all Musial Group team members will be involved from the project inception through commissioning. This ensures no knowledge or insight is lost in translation while also maintaining an efficient workflow and the degree to which synergies and efficiencies are found and the ability to maintain a holistic view of the project is contingent on this attribute. Our management system includes staffing and time analysis techniques to assist the project manager in monitoring the job progress. We utilize Microsoft Project software to schedule and allocate staff in addition to preparing and monitoring the design and construction schedules. Weekly staff meetings establish priorities and maintain a high quality service while also providing a venue for the formal exchange of ideas and concepts. This has resulted in a extensive list of satisfied clients whose projects were completed on time and within budget. At project milestones, and concurrent with the progression of the design team's efforts, internal reviews of consistency and accuracy are conducted by project architects and engineers not associated with the project. Additionally, in-house charrettes provide opportunities for peer-review, which offer objective criticism and perspective. Through a measured and analytical approach, our investigations have produced successful projects that promote the values and aspirations of our clients while being mindful of pragmatic and specialized issues that each project presents.

President - Noel S. Musial, A.I.A., PP, NCARB

Mr. Musial is a licensed architect, planner, and interior designer with over 40 years in the industry. His extensive background and hands-on approach to the design and administration of construction contracts ensures a quality of services and product. His credentials as a licensed architect in NJ, NY, PA, CT, licensed planner in NJ and past experience as a Mayor affords him a unique perspective and depth of knowledge regarding government operations.

Principal-In-Charge - Noel S. Musial, II, A.I.A., NCARB

As Project Architect, Noel will be involved in all aspects throughout the entirety of the project. His experience as project manager for our Hudson County projects as well as knowledge and expertise in sustainable building practices will offer insight and be a valuable resource towards the success of the project. As part of the project team, Noel will communicate directly with the West Orange Public Library representatives and coordinate with the Design Team consultants. Recently applicable projects of which Noel was the project manager include:

- Linden School #8
- Linden School #2
- Garwood Field House
- Linden High School
- Union County College, Health Science Building
- Union County College, Lessner Building Addition & Renovation

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

As a Project Architect, Larry's experience has ranged over several market sectors, with public safety and administration projects becoming a focus. Larry will be the Design Team leader throughout the entirety of the project. An effective communicator, Mr. Lane will work directly with the Owner's representatives and convey the design intent to the

project team, while ensuring that the budget and schedule are properly managed. Larry has managed s staff of architects and designers on over \$26 million of tenant improvement and renovation projects. Recent applicable projects include:

- County of Monmouth Health Department Building
- City of Linden Police Headquarters Study
- Township of Orangetown Planning Study

Quality Control, Architecture and Code Compliance - John S. Swaszek, RA

Mr. Swaszek is a senior architect with experience in large and small scale projects from Design through Construction. His knowledge in commercial, residential, and institutional buildings, working in teams and individually. Mr. Swaszek will leverage over 30 years of experience and expertise in construction assemblies and detailing, ensures that the solutions developed are and robust, enduring, and will fulfill the Township of West Orange's requirements.

MEP Engineering - John A. Krupka, PE, LEED AP

Mr. Krupka has over 45 years of experience as a mechanical engineer, having worked on many large projects designing and specifying mechanical systems including HVAC, Plumbing and Fire protection. Mr. Krupka will facilitate coordination between disciplines and lend his expertise in sustainable principles in the development of the building systems.

NOEL SERWIN MUSIAL, A.I.A., P.P., NCARB

President

EDUCATION

Bachelor of Architecture 1967
Clemson University College of Architecture
Advanced Studies at the Harvard Graduate
School of Design

PROFESSIONAL REGISTRATIONS/ AFFILIATIONS

Licensed Architect:

New Jersey, 1970, #21AI00541500
New York, 1971, #011339-1
Connecticut, 1998, #9009
Pennsylvania, 1973, #RA006580B

Licensed Planner:

New Jersey, 1971, #33LI00101900

Licensed Interior Designer:

New Jersey, 2007, #21ID00012000

- National Council Architectural Registration Board (NCARB), 1971, #10577
- American Institute of Architects
- New Jersey Society of Architects
- New Jersey Society of Architects Board of Directors, past member Central Chapter, NJSA
- New Jersey Society of Professional Planners
- Liberty State Park Study and Planning Commission, past member
- Town Council of the Township of Scotch Plains, NJ, elected 1975 to 1979
- Mayor of the Township of Scotch Plains, 1976
- Mayor's Committee for Commercial Development of Elizabeth

YEARS IN THE INDUSTRY: 51

AREA OF EXPERTISE

Architecture
Planning
Interior Design

SUMMARY OF QUALIFICATIONS

Mr. Musial has an extensive background in design and a hands-on approach to the administration of construction contracts. He formed his architectural firm in Elizabeth, NJ in 1976 concentrating on schools, municipal facilities, banks and offices. Responsible for all phases of design for a variety of projects, contract negotiations and project management. Diverse design experience with design of education facilities, borough halls, police stations, post offices, vocational/ technical schools, recreation facilities, corporate offices and banks. Responsible for cost estimates, interior space planning and scheduling. Solely responsible for the administration of large projects within the firm.

KEY PROJECTS

- Linden School No. 8 Addition and Renovation - Linden, NJ
- Linden School No. 2 Addition - Linden, NJ
- Linden School No. 4 Addition and Renovation - Linden, NJ
- Linden High School Academy Building – new 3-story, 12 classroom addition to existing building.
- Linden School No. 1 Renovation - Linden, NJ
- Beechwood School Addition and Renovations - Mountainside, NJ
- Deerfield School Renovations - Mountainside, NJ
- Union County College New Science Rooms, 7th Floor Lessner Building - Elizabeth, NJ
- Union County College New Health Science Building - Plainfield, NJ
- Union County College Addition and Renovation, First Floor and Lower Level, Lessner Building - Elizabeth, NJ
- South Amboy High School/Middle School, South Amboy, NJ - designed new building which housed both schools in separate wings but shared core facilities such as Cafeteria, Gym, and Auditorium.
- Northfield Community School, Northfield, NJ - a new PreK-8 facility with separate entrance for Elementary and Middle School students.
- Ventnor Educational Community Complex, Ventnor City, NJ – Addition/Renovations: existing K-8 facility – addition includes new Early Childhood Center, Gym, Music Rooms, Kitchen. Building was reconfigured to separate Elementary children from Middle School children.
- A.P. Morris Early Childhood Center, Hillside, NJ – addition/renovations: 24-classroom addition with major renovations to kitchen and Cafeteria.

PROFESSIONAL EXPERIENCE

The Musial Group – 1976 to Present - President

Finne-Layman-Finne-Reese, Architects/Engineers

Assistant Secretary/Director of Design – 1971 to 1975

- Junior partner & Project Architect for education and corporate facilities
- Designed new Elizabeth High School in a three house concept. At the time this was designed it was the largest High School in the State
- Designed School No. 1 in Elizabeth, the first major community school in the State of New Jersey

Architectural Designer – 1967 to 1970

THE MUSIAL GROUP ARCHITECTURE

NOEL SERWIN MUSIAL, II, A.I.A., NCARB
Principal-in-Charge

EDUCATION

Bachelor of Architecture 2004
Bachelor of Fine Arts 2003
Rhode Island School of Design,
Providence, RI

Kyoto Seika University
Kyoto, Japan 2002

The Cooper Union
New York, NY 1998

Licensed Architect:
New Jersey, 2017, #21AI02068500

YEARS IN THE INDUSTRY: 14

AREA OF EXPERTISE

Architecture Design
Interior Design
Planning
Sustainable Design

SUMMARY OF QUALIFICATIONS

Noel's professional trajectory stems from the acknowledgement of the various economic, climactic and social forces that are embedded within each project. Each is seen as potential opportunity to enable a way of making to be of a specific place and time. As such, his training has led him to investigate advanced modeling, imaging, and fabrication software, within a craft-based framework.

KEY PROJECTS

- Designer & Project Manager – Union County College, Lessner Building – Addition and Renovation of first floor to provide new student commons and renovation of lower level
- Designer & Project Manager – Linden School No. 8 – Addition and Renovation, Linden, NJ
- Designer & Project Manager – Linden School No. 2 – Addition and Renovation, Linden, NJ
- Designer & Project Manager – Hudson County Administration Building Annex: 40,000 sq. ft. renovation of occupied, existing administration building
- Designer & Project Manager – Building 77 Alteration – new office of Emergency Management for County of Hudson, new OEM Center Control, Kearny, NJ
- Designer & Project Manager – Garwood Field House Complex, Garwood, NJ
- Designer – Veterans Field, Kearny, NJ
- Designer – Linden School No. 2, Linden, NJ
- Residential Loft designed and built – Providence, RI
- Updated brand identity to be inclusive of new Beginning line of healthcare products. Designed and fabricated showroom prototypes for Maclaren, Inc. Norwalk, Ct, London, Paris, Köln
- Mixed Used Development High Rise, Elizabeth, NJ
- Planning Study for Redevelopment of City of Elizabeth Downtown Area
- Condominium Development in Plainfield, NJ
- Union County Vehicle Storage Building, Westfield, NJ
- Solar Decathlon-The RISD competition entry based on winning studio proposal, Washington D.C.

PROFESSIONAL EXPERIENCE

The Musial Group – 2004 to Present

Rhode Island School of Design, Providence, RI

- Guest Lecturer - Design Studio at RISD School of Architecture
- Visiting Critic (2006-2009) - Design Studio at RISD School of Architecture

JOHN S. SWASZEK, RA
Architect Associate
Quality Control Architecture and Code Compliance

EDUCATION

Bachelor of Architecture, 1977
 New Jersey School of Architecture (NJIT)

PROFESSIONAL REGISTRATIONS

Licensed Architect
 New Jersey, 1981 #21AI00798800

Scholarships:

- NCE Alumni Award
- NJSA Scholarship Award
- Frank Grad Memorial Scholarship

YEARS IN THE INDUSTRY: 41

AREA OF EXPERTISE
 Architecture

SUMMARY OF QUALIFICATIONS

Mr. Swaszek is a senior architect with experience in large and small scale projects from Design Phase through Construction. He is knowledgeable in commercial, residential and institutional buildings, working in teams and individually. He is proficient in production of graphic and written documentation, correspondence and specifications. He has been with the firm since 1991.

KEY PROJECTS

- Linden School No. 8 Addition and Renovation - Linden, NJ
- Linden School No. 2 Addition - Linden, NJ
- Linden High School Academy Building – new 3-story, 12 classroom addition to existing building.
- Roselle Park Aldene School - Roselle Park, NJ
- Roselle Park Middle School, Addition and Renovation - Roselle Park, NJ
- South Amboy High School/Middle School, South Amboy, NJ - designed new building which housed both schools in separate wings but shared core facilities such as Cafeteria, Gym, and Auditorium.
- Northfield PreK-8 Community School in Atlantic County, NJ.
- Robert Morris School #18, Elizabeth, NJ. – 2-story addition and renovations
- Renovations to historically designated Jersey City Post Office in Jersey City, NJ.
- Addition to historically designated Glen Ridge Library in Glen Ridge, NJ.

PROFESSIONAL EXPERIENCE

The Musial Group – 1991 to Present - Associate

RGBK (formerly The Ryan Group) Associates

Project Manager/Project Architect – 1986 to 1991

- Comprehensive restoration of an historically designated theater, The War Memorial, in Trenton, NJ
- Renovation and expansion of a sales training facility for Schering-Plough Training Center in Kenilworth, NJ
- Proposed façade renovations for 6 existing restaurants of McDonald's in New York, NY and Philadelphia, PA
- New McDonald's Restaurants in renovated buildings in New York, NY

Berger Associates (formerly Gruzen/Berger)

Project Architect - 1977 to 1985

- New 50-bed Nursing Home addition to an existing Geriatrics Facility of the Actor's Fund Nursing Home in Englewood, NJ
- New construction of an 11-story ocean-front condominium for Ocean Cove Condominiums in Long Branch, NJ

THE MUSIAL GROUP ARCHITECTURE

LARRY LANE, A.I.A.

Project Architect

EDUCATION

Bachelor of Architecture 1982
Texas Tech University

PROFESSIONAL REGISTRATIONS

Licensed Architect
New Jersey, 2002, #21AI01593800
New York, 1988, #019853-1

NCARB Certification

YEARS IN THE INDUSTRY: 36

AREA OF EXPERTISE

Architecture
Interior Design

SUMMARY OF QUALIFICATIONS

Mr. Lane is a registered architect with experience on a wide range of projects of varying scale. During the past 24 months Mr. Lane has managed a staff of architects and designers on over \$26 million of tenant improvement and renovation projects. His experience includes a thorough knowledge of working within landmark districts on the restoration of residential and commercial buildings.

KEY PROJECTS

- Linden Police Department - Programming & Space Planning, Linden, NJ
- Westfield Area YMCA - Renovations, Westfield, NJ
- LaFrak Organization Executive Offices at 40 West 57th Street, NY, NY
- Siris Capital Group, LLC (previously named the Citi Corp Building, NY, NY)
- JPMC Offices at 28 Liberty Street, New York, NY
- JPMC Offices at 1 Metrotech, Brooklyn, NY
- JPMC Offices at 3 Metrotech, Brooklyn, NY
- JPMC Offices at 4 Metrotech, Brooklyn, NY
- Fuigo Offices at 304 Park Avenue South, New York, NY
- Cammack Health Offices at 1 Battery Park Plaza, New York, NY
- Christie's Auction House Executive Offices at 20 Rockefeller Plaza, NY, NY
- Prestige Wealth Management Group Offices at 31 NJ-12 Flemington, NJ

PROFESSIONAL EXPERIENCE

The Musial Group – 2016 to Present - Registered Architect

JJ Falk Design LLC, New York, NY 2013-2015

Senior Project Manager

- Managed a staff of architects and designers on over \$26 million of tenant improvement and renovation projects including office interiors and high-end retail showrooms.

Lane Architecture + Design, PC, New York, NY 2000-2013

Principal

- Restoration of residential and commercial building in landmark districts
- Designed the George W Bush Presidential Library for the campus of Texas Tech University
- Designed the Christie's Graduate School of Antiques (including school inspections, commercial, residential, retail, industrial, community centers, and adaptive reuse facilities).

Richard Mishan Designs, New York, NY 1999-2000

Project Architect: High-end retail stores and residential projects

Fox & Fowle Associates, New York, NY 1998

Job Captain: Class "A" office building, 3 Times Square

Stephen Sills Associates, New York, NY 1997-1998

Project Manager: High-end residential interiors

Leclerc Associates Architect, PC, New York, NY 1995-1997

Project Manager: High-end retail stores

I.M. Pei & Partners (Pei Cobb Freed & Partners), New York, NY 1988-1995

Designer: High-rise offices, office parks, museums, and a research center

THE MUSIAL GROUP ARCHITECTURE

JOHN A. KRUPKA, P.E., LEED A.P.

Engineer
MEP Engineering

EDUCATION

Bachelor of Science in Mechanical Engineering, 1971
Newark College of Engineering

PROFESSIONAL REGISTRATIONS/
AFFILIATIONS:

- Licensed Professional Engineer
New Jersey, 1988, 24GE03327100
New York, 1987, 063345-1
- LEED 2.0 Accredited Professional
- American Society of Heating, Refrigeration & Air-Conditioning Engineers, Inc.
- member

YEARS IN THE INDUSTRY: 47

AREA OF EXPERTISE

Mechanical Engineering with emphasis on design of HVAC, Plumbing and Fire Protection Systems for Commercial, Educational, Municipal and Industrial facilities

SUMMARY OF QUALIFICATIONS

Mr. Krupka has over forty-two years of increasingly responsible experience as a Mechanical Engineer. He has worked on many large projects designing and specifying mechanical systems including HVAC, Plumbing and Fire Protection. These projects included telephone and microelectronics manufacturing, electronic data centers, office and educational facilities. He has been involved in the selection and procurement of mechanical equipment for the modernization of existing facilities and for the construction of new facilities. He has been a design team leader on major mechanical modernization projects. He has been involved in coordinating design efforts with national architectural and engineering firms as well as interfacing with major national construction management firms.

KEY PROJECTS

- Linden School No. 8 Addition and Renovation - Linden, NJ
- Linden School No. 2 Addition - Linden, NJ
- Linden School No. 4 Addition and Renovation - Linden, NJ
- Calvin Coolidge E.S. and George Washington E.S., Hillside Board of Education, Hillside, NJ - replacement of steam heating system with hot water heating
- Taylor Mills E.S., Manalapan Regional School District Manalapan, NJ HVAC upgrades
- Beechwood School, Mountainside Board of Education, Mountainside, NJ - additions and renovations
- Deerfield School Renovations - Mountainside, NJ
- Roselle Park Middle School, Roselle Park, NJ - additions and renovations including new boilers
- Sherman School, Roselle Park BOE, New Boilers - Roselle Park, NJ
- Pine Brook Elementary School, Manalapan-Englishtown School District - modernization of HVAC systems

PROFESSIONAL EXPERIENCE

The Musial Group - 2000 to Present - Professional Engineer

EI Associates

Chief Mechanical Engineer - 1999 to 2000

- Responsible for the mechanical engineering section consisting of HVAC, plumbing and fire protection engineers.

AT&T Global Real Estate, Engineer, Design & Construction

Senior Technical Staff Member - 1978 to 1998

- Completed HVAC, plumbing and fire protection design of a \$91 million, 200,000 square feet AT&T Network Operations Center building located in Bedminster, NJ.
- Completed upgrades of central chiller plants at three major AT&T facilities. These projects had construction budgets between \$500,000 to \$7,000,000

Department of Water Resources NYC Environmental Protection Administration

Mechanical Engineer - 1976 to 1978

American Brands, Inc.

Corporate Fire Protection Engineer - 1974 to 1976

THE MUSIAL GROUP ARCHITECTURE

ANDREW J. STEMPNIEWICZ

Architectural/Engineering Designer

EDUCATION

New Jersey School of Architecture (NJIT),
Newark, NJ - Bachelor of Architecture, 1979

New Jersey Institute of Technology (NJIT),
Newark, NJ - Master of Science in Computer
Information Science (MSCIS). 1986

The Chubb Institute, Parsippany, NJ
Diploma in Network, Engineering and Data
Communications, 1997

Novell CNE Certification, 1997

Microsoft MCP (Windows NT 4.0 Worksta-
tion, Server and Enterprise) certification,
2000

Dell Optiplex and Latitude certifications,
2002

YEARS IN THE INDUSTRY: 36

SUMMARY OF QUALIFICATIONS

Mr. Stempniewicz produces architectural, mechanical and plumbing working drawings, design development, and presentation schematics for multi-use, multi-story residential, commercial, institutional, government facilities, educational, and recreational building complexes, using AutoCAD Architecture versions 2005, 2007, 2009 and Revit.

KEY PROJECTS

- North Caldwell BOE – Boiler Replacement
- Hurden Looker E.S., Hillside BOE – Renovation
- School #2, Linden BOE – Addition
- Lafayette Mills E.S., Manalapan-Englishtown Regional School District HVAC System upgrade
- Pine Brook E.S., Manalapan-Englishtown Regional School District HVAC System upgrade and window replacement
- Taylor Mill E.S., Manalapan-Englishtown Regional School District HVAC System upgrade
- Calvin Coolidge E.S., Hillside BOE – HVAC System upgrade
- Linden Academy High School, Linden BOE - Addition

PROFESSIONAL EXPERIENCE

The Musial Group - 2004 June - Present

RSVP CONSULTANTS, Inc., Elmwood Park, NJ

LKU GROUP, Inc., Elmwood Park, NJ - 1996 Sept. – 2004 - Network, Desktop, AutoCAD 2000 Support

- Performed, developed, and maintained a computer network, data backup, and AutoCAD program and software customization for small engineering firms. Performed AutoCAD 2000 drafting of mechanical, electrical and plumbing plans, as well as architectural backgrounds setups.

TRANSNET CORP., Somerville, NJ - 1999 May – 2003 Oct - Help Desk – Network - Desktop Support @ Schering Plough Corporation

- Provided hardware and software support for various window operating systems, software suites on Dell systems and HP printer hardware.
- 1997-1999 May - NT Rollout @ Merck-Medco Managed Care Corporation.
- Participated in a Team Leader capacity of rolling out Microsoft NT 4 workstations.

Bellemead Development Corp., Roseland, NJ

- 1993-1996 - Cad Network Administrator
- 1986-1993 - AutoCAD R12, R13 Lisp Programmer / Architectural Engineering Designer/Draftsman

DAY and ZIMMERMANN, INC., East Brunswick, NJ

- 1985 - 1986 - Architectural Engineering Draftsman

Sidney N. Garner, Consulting Engineer, Scotch Plains, NJ

- 1980-1985 - Engineering Designer Draftsman

Parker Associates, 17 Academy St., Newark, NJ

- 1979-1980 - Architectural Draftsman

THE MUSIAL GROUP ARCHITECTURE

NOEL SERWIN MUSIAL, A.I.A., P.P., NCARB
President

REGISTERED ARCHITECT

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

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

NOEL S. MUSIAL
191 MILL LANE
MOUNTAINSIDE NJ 07092-2909

FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

06/06/2017 TO 07/31/2019
VALID

21AI00541500
LICENSE/REGISTRATION/CERTIFICATION #

Noel S. Musial
Signature of Licensee/Registrant/Certificate Holder

Kim C. L.
DIRECTOR

INTERIOR DESIGNER

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

THIS IS TO CERTIFY THAT THE
Interior Design Exam. & Evaluation Committee

HAS CERTIFIED

Noel S. Musial
191 Mill Lane
Mountainside NJ 07092

FOR PRACTICE IN NEW JERSEY AS A(N): Interior Designer

09/10/2016 TO 09/30/2018
VALID

21ID00012000
LICENSE/REGISTRATION/CERTIFICATION #

Noel S. Musial
Signature of Licensee/Registrant/Certificate Holder

Kim C. L.
DIRECTOR

PROFESSIONAL PLANNER

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

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

NOEL S. MUSIAL
191 MILL LANE
MOUNTAINSIDE NJ 07092-2909

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

03/28/2016 TO 05/31/2018
VALID

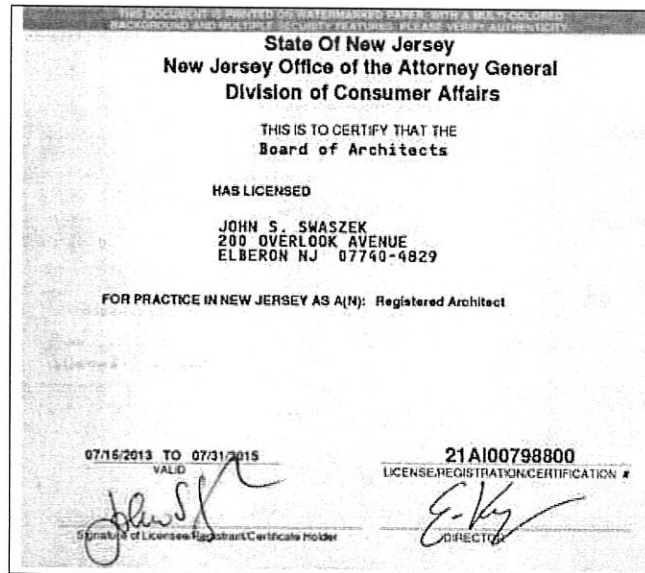
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LICENSE/REGISTRATION/CERTIFICATION #

Noel S. Musial
Signature of Licensee/Registrant/Certificate Holder

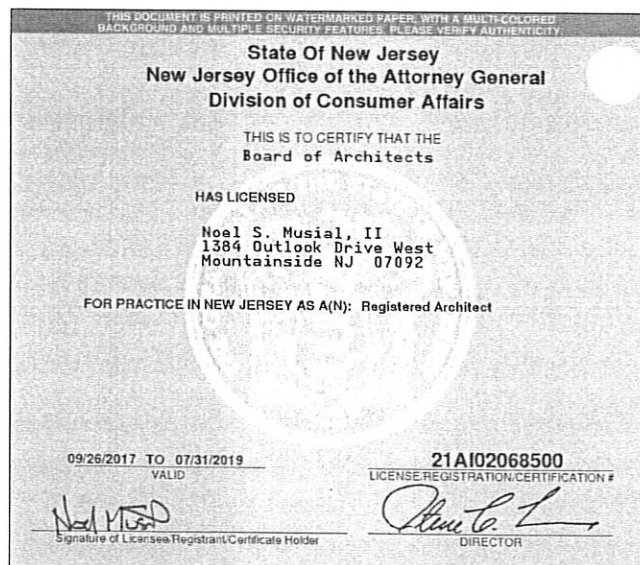
Kim C. L.
ACTING DIRECTOR

THE MUSIAL GROUP ARCHITECTURE

JOHN S. SWASZEK, RA
Architect Associate

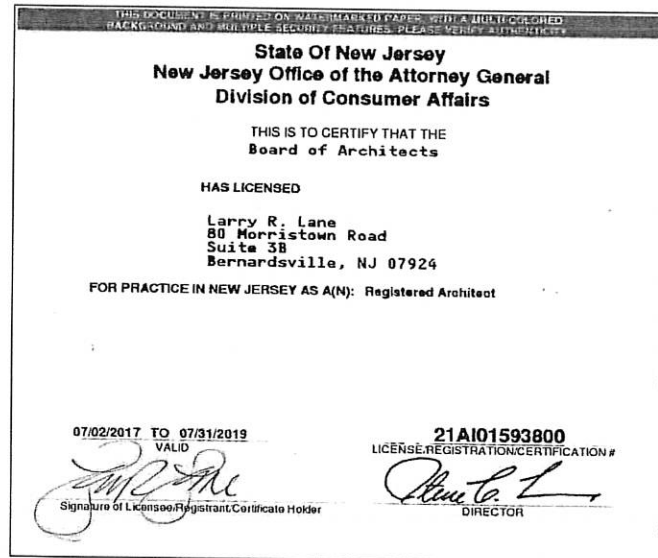


NOEL S. MUSIAL, II, A.I.A., NCARB
Principal Architect

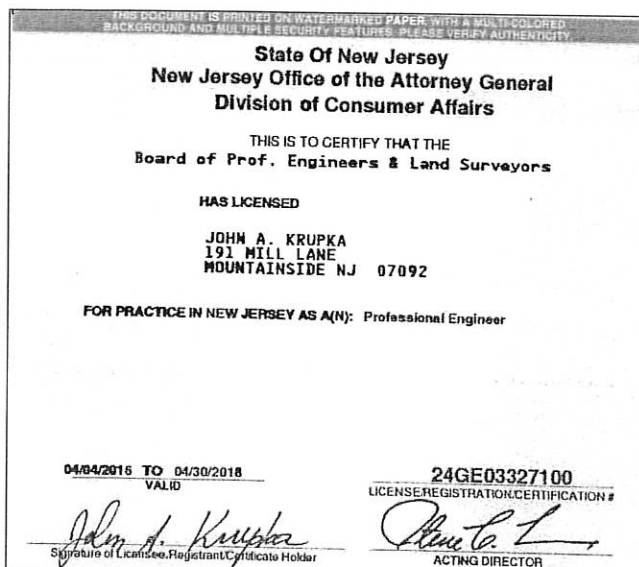


THE MUSIAL GROUP ARCHITECTURE

LARRY LANE, A.I.A.
Architect



JOHN A. KRUPKA, P.E., LEED A.P.
MEP Engineer



THE MUSIAL GROUP ARCHITECTURE



4

LIBRARY IMPROVEMENTS
RELEVANT EXPERIENCE

THE MUSIAL GROUP ARCHITECTURE

RELEVANT EXPERIENCE



Union County Vocational School
Scotch Plains, NJ



Northfield Community School Library
Northfield, NJ



Elizabeth School #18
Elizabeth, NJ

Manlapan-Englishtown Board of Education, Lafayette Mills School - New Corridor Lighting & HVAC Upgrades, Manalapan, NJ

This school was outfitted with new corridor lighting and HVAC upgrades throughout the school.

Manlapan-Englishtown Board of Education, Taylor Mills School - Electrical Upgrades & Mechanical Systems Upgrade, Manalapan, NJ

Electrical upgrades include new lighting fixtures in the entire school, data distribution system and modified electrical system.

Manlapan-Englishtown Board of Education, Clark Mills School - Electrical Upgrades & Roof Replacement, Manalapan, NJ

Electrical upgrades include new lighting fixtures in the entire school, data distribution system and modified electrical system. In addition, to a roof replacement

Manlapan-Englishtown Board of Education, Milford Brook School - Electrical Upgrades, Window Replacement & HVAC Upgrades, Manalapan, NJ

Electrical upgrades include new lighting fixtures in the entire school, data distribution system and modified electrical system. New windows were installed as well as an HVAC upgrade.

Manlapan-Englishtown Board of Education, Pine Brook School - Mechanical Systems Upgrade & Window Replacement, Manalapan, NJ

Mechanical systems upgrade include new unit ventilators in classrooms and new air conditioning in the Multi-Purpose Room and Gym.

Linden Board of Education, Linden Academy Building - New 12-classroom addition, new electrical service & new handicap accessible elevator, Linden, NJ

Twelve new classroom addition attached to staircase of existing building. The design of a new driveway and parking lot for 25 cars and new handicap accessible elevators.

Linden Board of Education, Linden School #2 - New construction of 19 Pre-K classrooms, Linden, NJ

Early childhood 2-story, 33,000 sq. ft. classroom additions include 19 Pre-K classrooms, 1 Pre-K handicap classroom, 1 gross motor indoor playroom, 3 small Group Instruction classrooms, administration offices, health services, Faculty room and storage room.

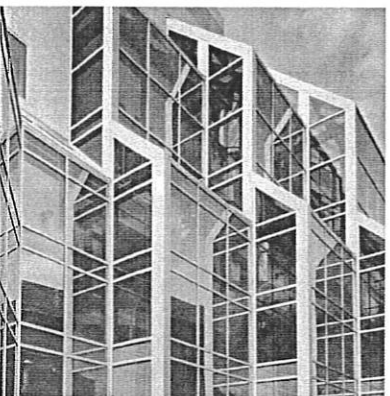
RELEVANT EXPERIENCE



Garwood Athletic Complex
Garwood, NJ



Ventnor City Board of Education,
Ventnor, NJ



Somerset County Administration Building,
Somerville, NJ

Linden Board of Education, Linden School #10 - Renovation in 10 toilet rooms for ADA compliance, Linden, NJ

This school required new electrical services as well as renovations to toilet rooms for ADA compliance.

Roselle Park Board of Education, Roselle Park Middle School - Additions and Renovations, Roselle Park, NJ

The additions and renovations to the Roselle Park Middle School included two additions: 6 new classrooms and 4 new resource rooms, a media center, computer room, storage rooms, kitchen with storage and a music room. The heating system of the existing building was completely replaced as well as improvements to the electrical and plumbing systems.

Hillside Board of Education, Calvin Coolidge School - Proposed Addition, Hillside, NJ

The proposed addition to the Calvin Coolidge School aimed to the scope of disturbance to the existing building while providing opportunities to bring light deep within the building.

Mountainside Board of Education, Beechwood School - 38,090 sq. ft. Renovated and New Space, Mountainside, NJ

The Musial Group performed a feasibility study to assess how the Borough of Mountainside's assets could be utilized to address the marked increase in school enrollment. The newly adopted strategic plan reconfigured the Beechwood school to accommodate PK through second grades.

Northfield Board of Education, Northfield Community School - New 146,000 sq. ft. K-8 School and Community Center Wing, Northfield, NJ

The Northfield Community School was developed as a platform to enable personal exploration while fostering neighborhood interaction. The PK-8 school condensed assets of the four antiquated facilities scattered throughout the town, re-configuring them in a new centralized complex.

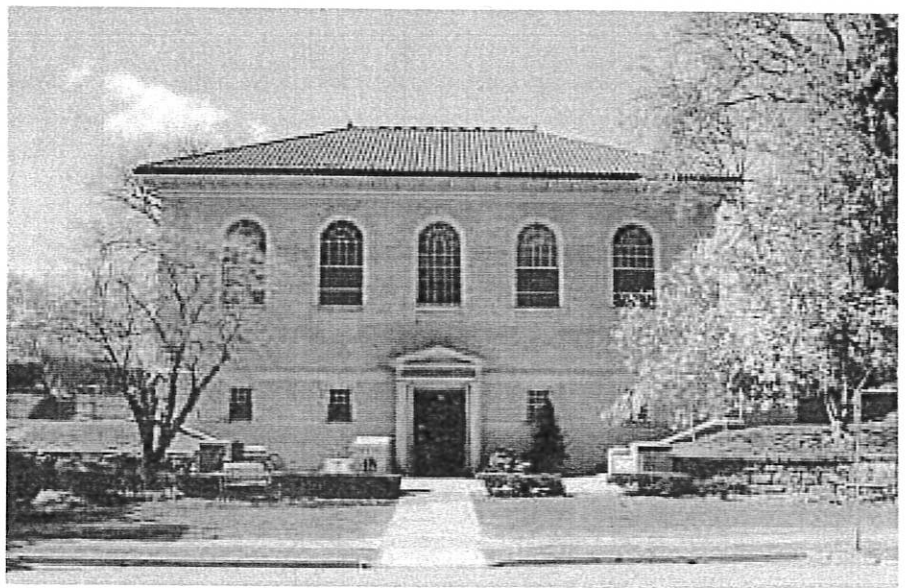
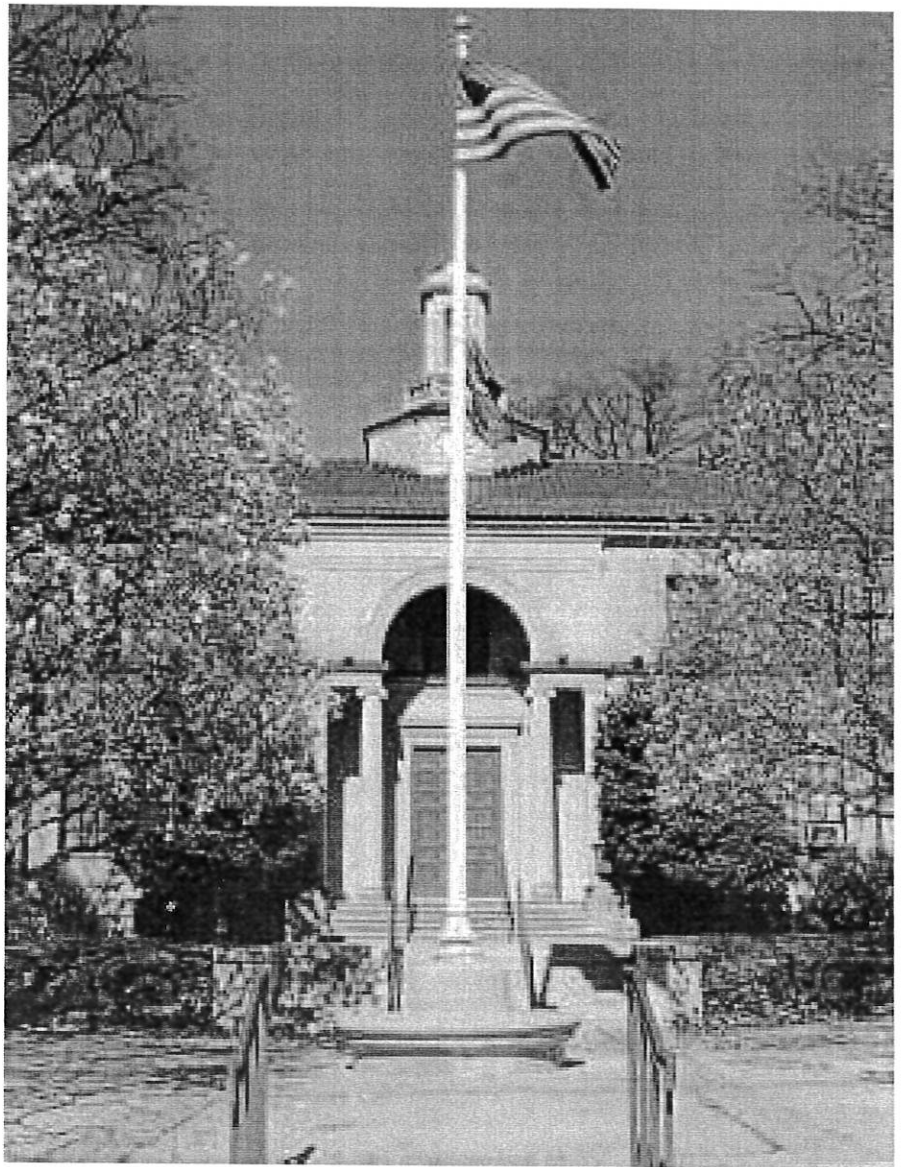
Union County Vocational School, Special Needs Building, Scotch Plains, NJ

The Union County Vocational School was constructed with the intent of providing the county an assortment of resources to help foster curiosity and a pragmatic understanding of the value of craftsmanship. Flexibility and adaptability were priorities in developing the functional plan.

GLEN RIDGE LIBRARY ADDITION

Owner Glen Ridge Library
Project Location Glen Ridge, NJ
Project Square Footage 4,600 sf Addition

The Glen Ridge Library was in need of additional space and the adjacent municipal building required handicap accessibility. The project consists of new building addition between two historic buildings in the Borough of Glen Ridge, New Jersey. The existing Glen Ridge Municipal Building and Public Library were built in the early 1900's and are historically designated. The Musial Group was charged with introducing a connecting link between the two buildings and blend in with the existing appearance. The project also includes handicapped access to the new and existing spaces. We were able to accomplish this with a new elevator in the addition and a handicapped lift at the library reading loft. The exterior materials were selected to match the existing brick and stone finishes, and the clay roof tiles blend in with the existing library roof. The project was reviewed and approved by the State of New Jersey Department of Environmental Protection & Energy, Natural & Historic Resources, Division of Parks & Forestry as well as the Office of New Jersey Heritage.



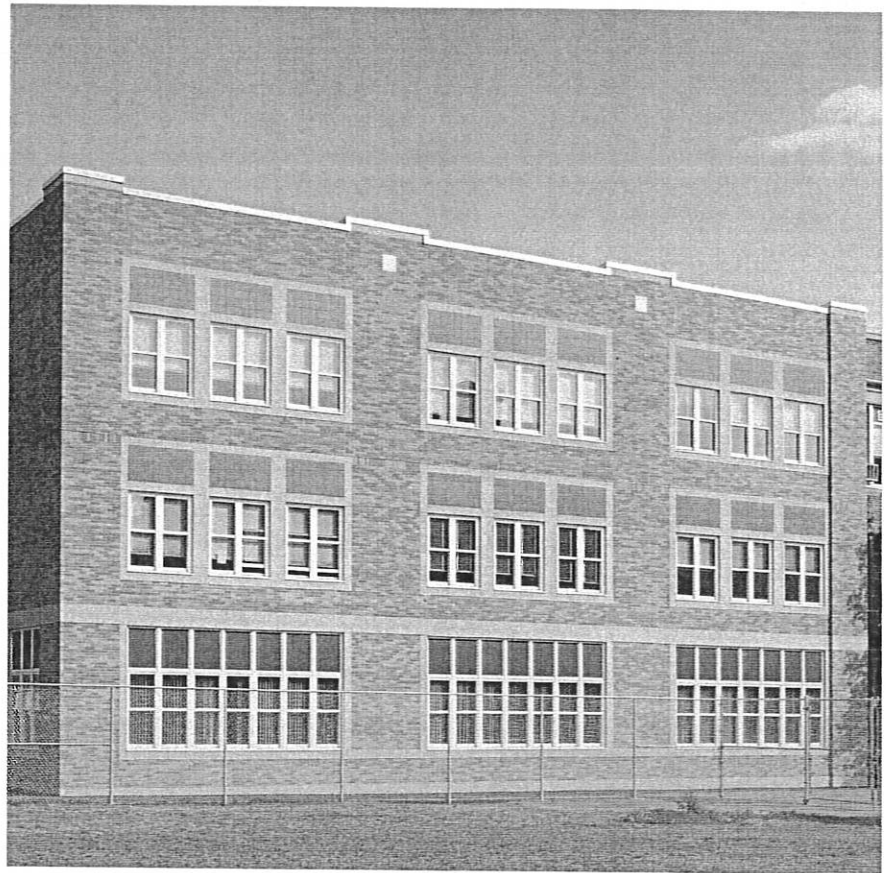
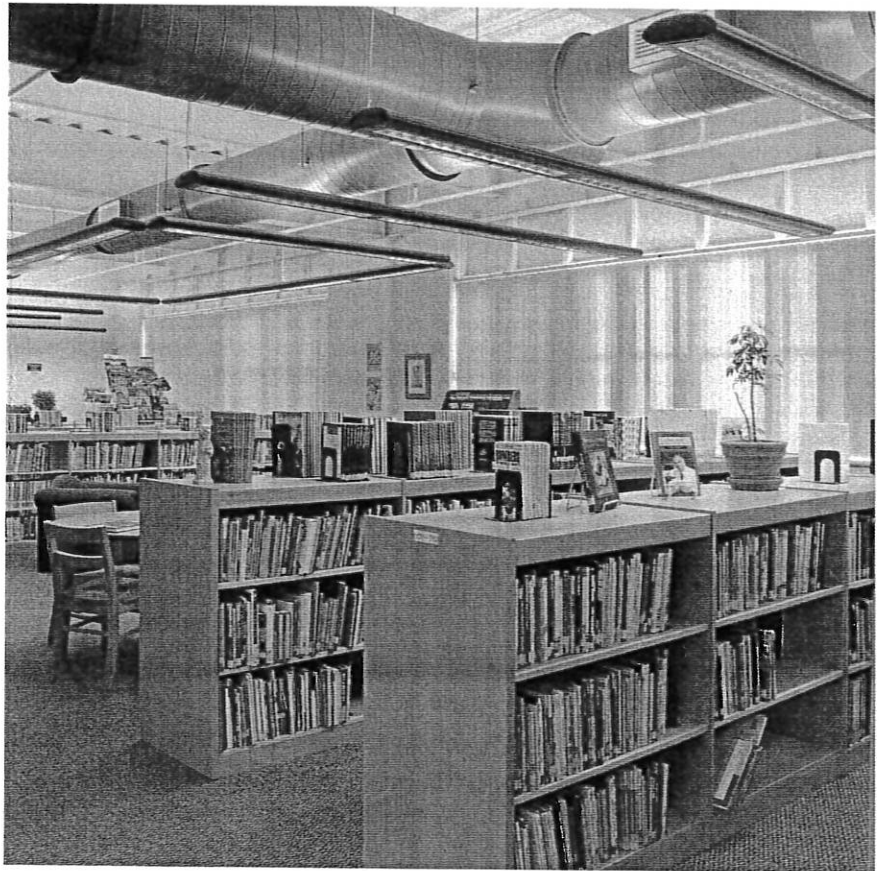
THE MUSIAL GROUP ARCHITECTURE

ROSELLE PARK MIDDLE SCHOOL

Owner Roselle Park Board of Education
Project Location Roselle Park, NJ
Project Square Footage 32,239 sf
Date 2006
Project Features Classrooms
New Cafeteria
Art Room

The additions and renovations to the Roselle Park Middle school were begun in 2004 and completed in 2006. There were two additions that included (6) new classrooms, (4) new resource rooms, a media center, computer room, storage rooms, kitchen with storage, and a music room. The additions also included a handicap access elevator for the existing three story building, and a new fire exit stair. The renovations included a new cafeteria space, life skills room, offices, art room, and new exit stairs from the existing gymnasium. The heating system of the existing building was completely replaced as well as improvements to the electrical and plumbing systems.

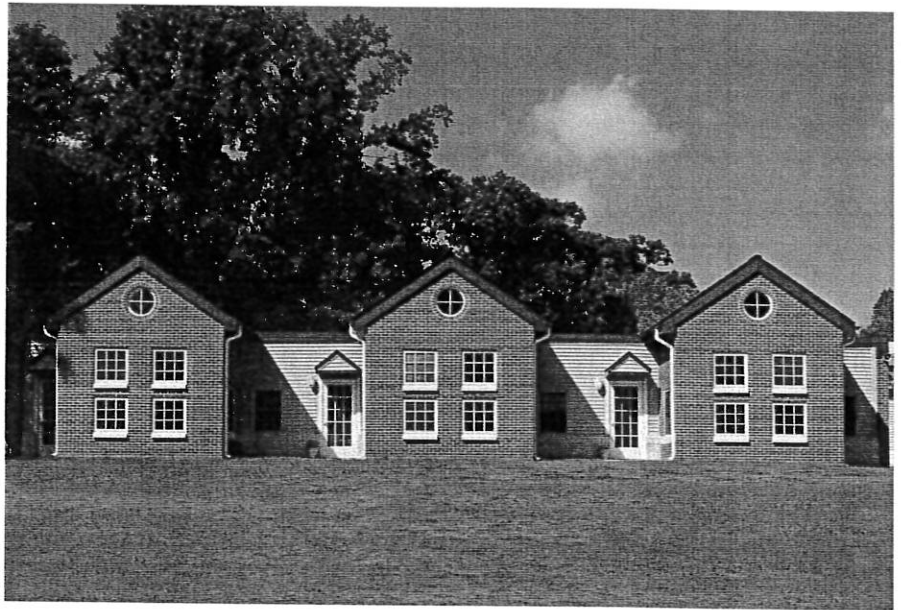
The additions were designed to blend with the exterior brick façade of the existing three story building. Masonry trim, glazed block and colored metal panels were included to harmonize with the original 1930's vintage building. The project also included new parking lots and site lighting, improvements to the existing playing fields and new fencing



THE MUSIAL GROUP ARCHITECTURE

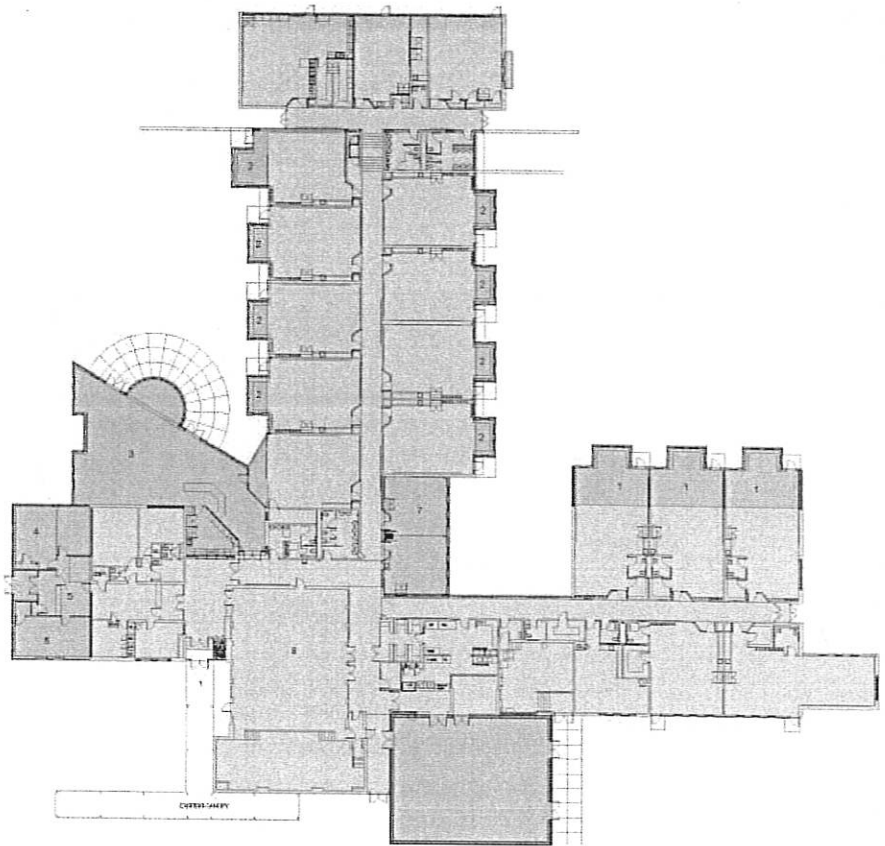
BEECHWOOD SCHOOL

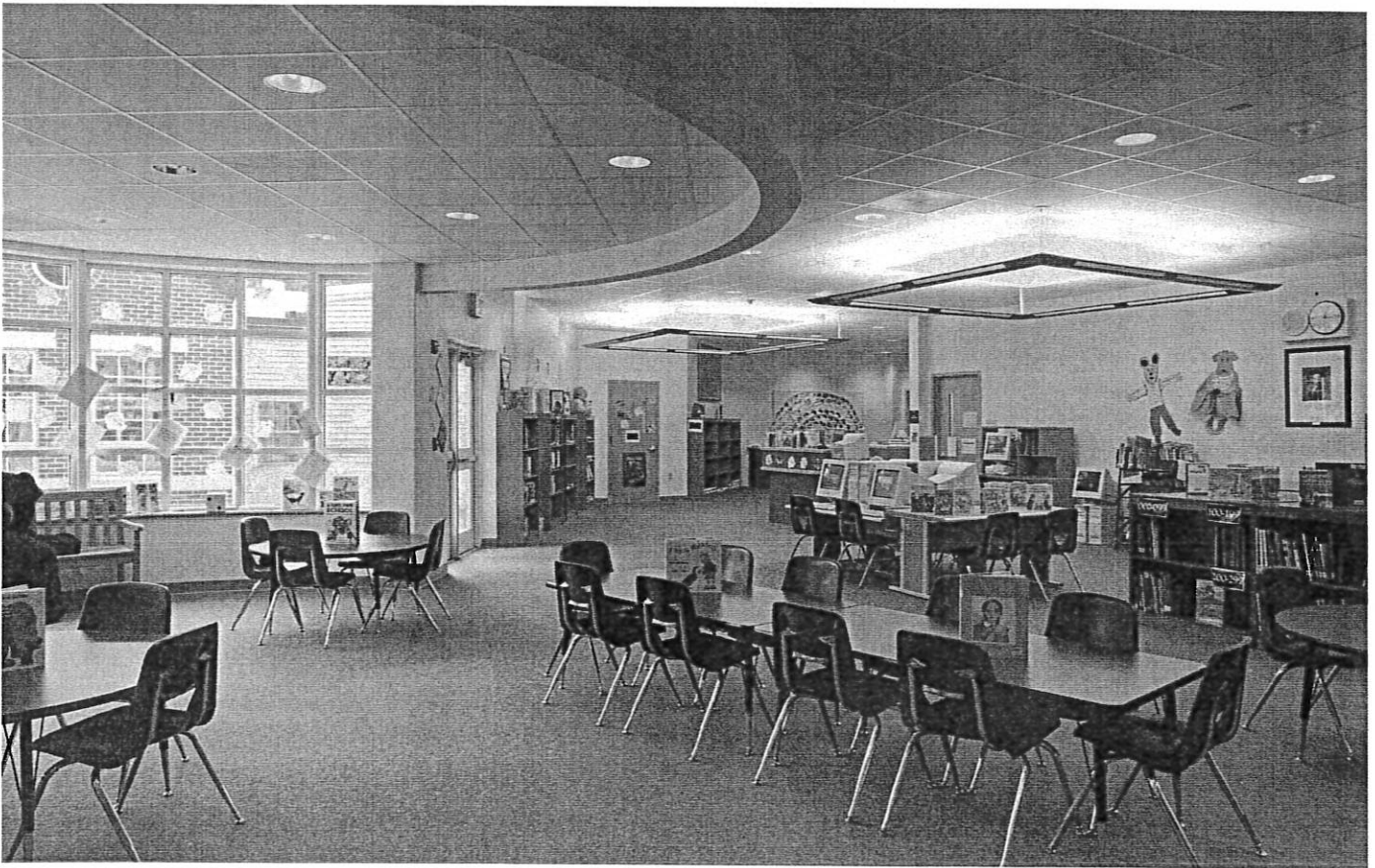
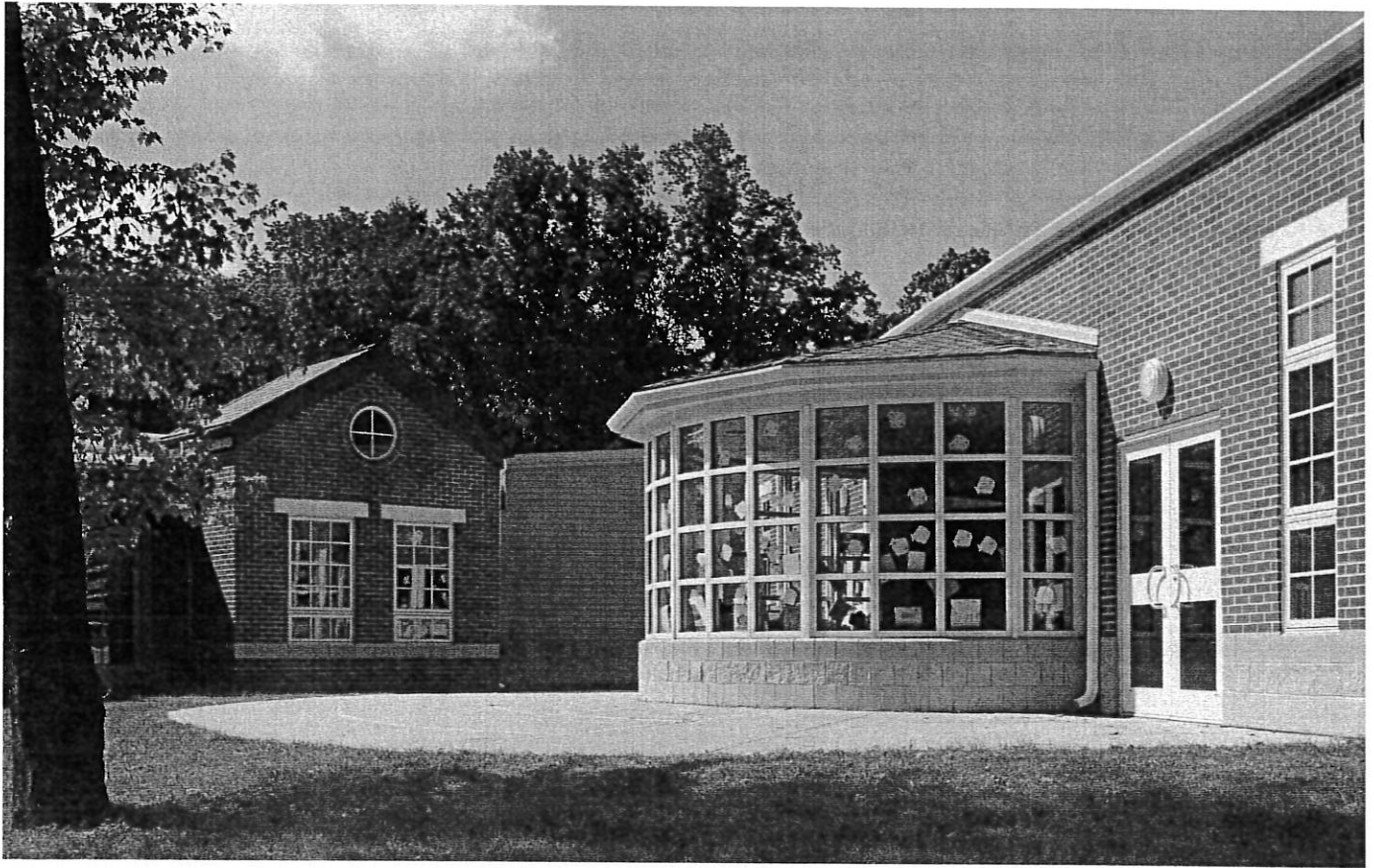
Owner Mountainside Board of Education
 Project Location Mountainside, NJ
 Project Square Footage 38,090 sf
 Date 2004
 Project Features Classrooms
 School Library



Confronted with a changing demographic, the Borough of Mountainside was faced with over-extended facilities. The Musial Group was asked to perform a feasibility study to assess how the town's assets could be utilized to address the marked increase in school enrollment. At the time, the borough had one public elementary school utilized by the community while the Beechwood facility was being leased to a private institution. The newly adopted strategic plan reconfigured the Beechwood school to accommodate PK through second grades. Since Beechwood had not been used as a public school for many years, room sizes and functions were re-configured to meet the DOE requirements for SCC funding.

The additions were seen as an opportunity to develop a more intimate relationship with the rolling hills and adjacent forest that characterize the site. Framed views and dappled light contribute to the identity of experiences while serene "exterior rooms" invite the picturesque landscape to become a pedagogic tool. The personal scale of the addition remediates the dogmatic 1960's facade with the resultant being a more amiable and nurturing environment.





THE MUSIAL GROUP ARCHITECTURE

NORTHFIELD COMMUNITY SCHOOL

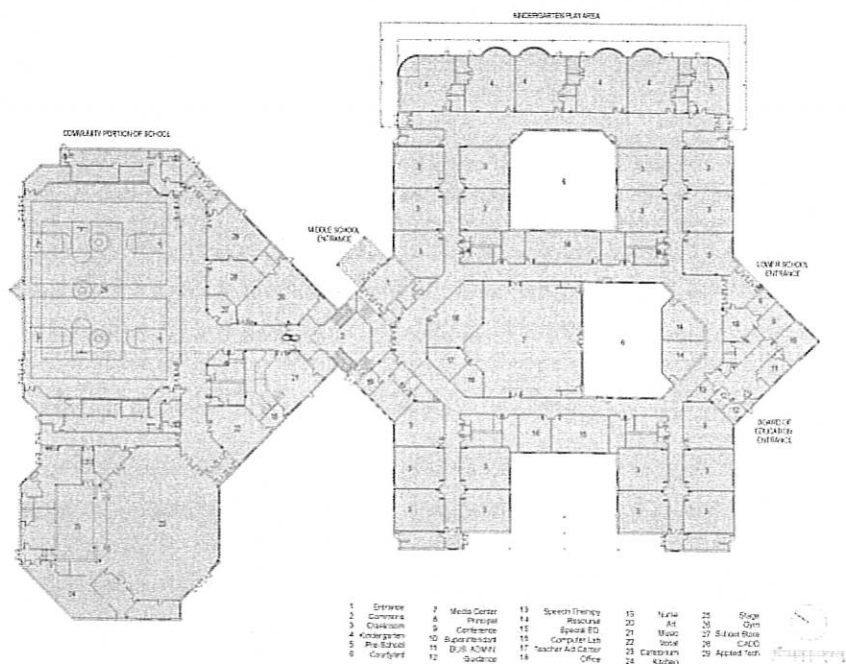
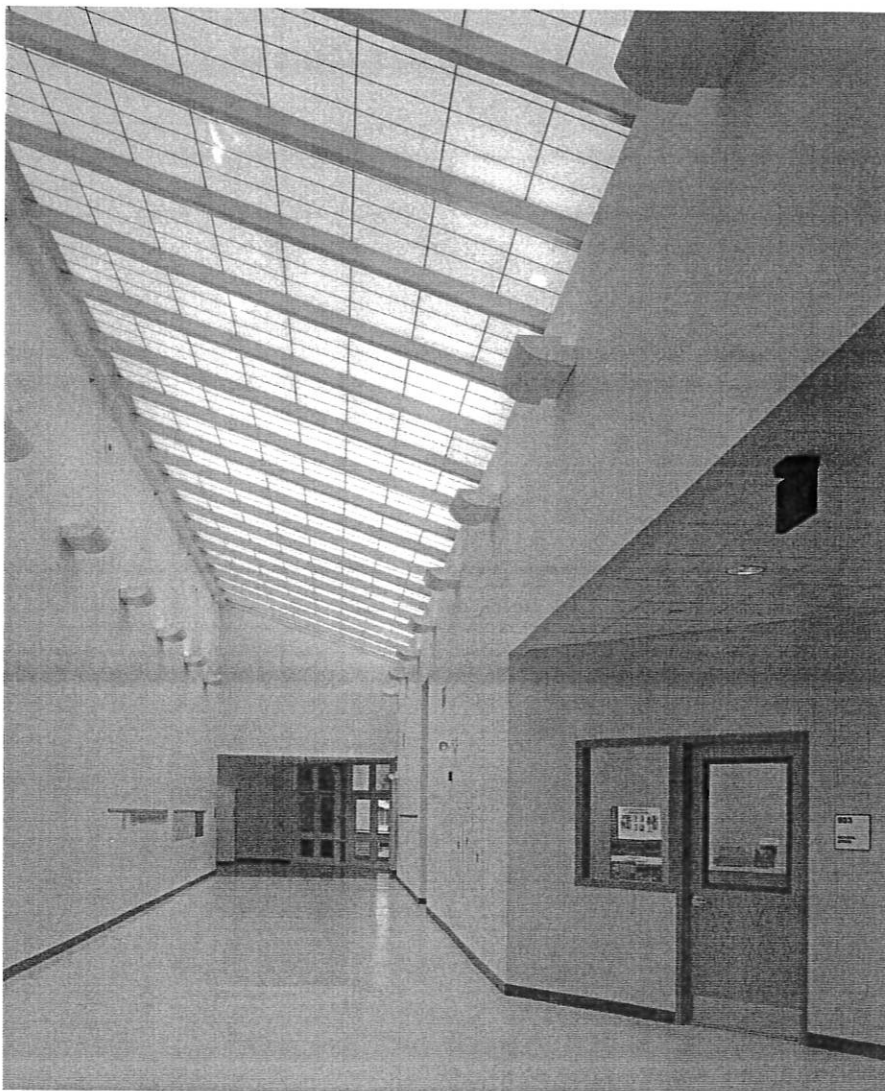
Owner Northfield Board of Education
Project Location Northfield, NJ
Project Square Footage 145,797 sf
Date 1998
Project Features K-8 School
Community Center

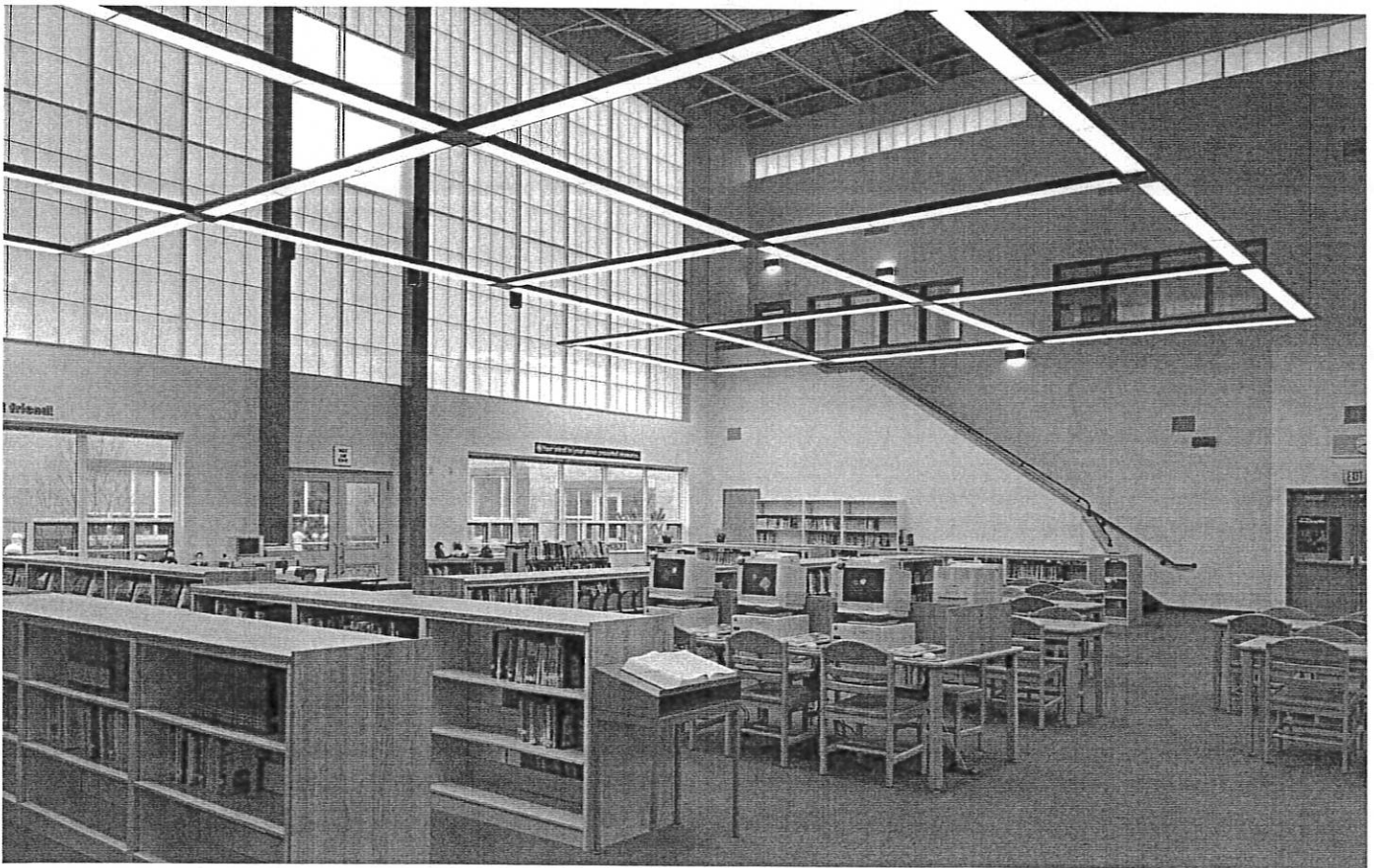
The Northfield Community School was a new construction of a PreK-8 centralized community school complex that consolidated assets of the four antiquated facilities scattered throughout the town. This reconfiguration now accommodates community programs and activities in addition to academic use. The New Community Complex provides a diverse range of programs with a significant emphasis placed on art education.

The school is a true community school, open seven days a week for a variety of community activities. The project melds community programs with the school while making certain that community access would not impact the academic wings. With a clear differentiation of uses, the public maintains a relationship to the academic wing while never having to enter the school portion of the building.

The large population and disparate programs accommodated within the school necessitated careful attention to the perceived scale and circulation of its various users. Considered as a number of schools within a school, interstitial and public spaces gained importance and were utilized as means of joining scales.

Framed views offer glimpses that allow one to reference oneself within a greater context. Corridors and communal spaces are oriented to provide physical and visual connection to one's grade, school, and community, when deemed appropriate, while maintaining the safety and security of the children as a priority

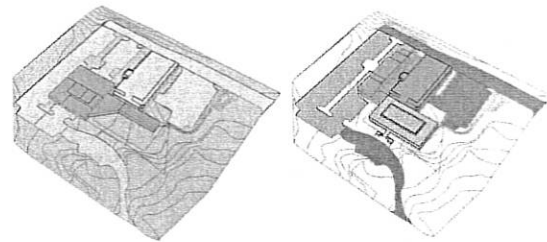




THE MUSIAL GROUP ARCHITECTURE

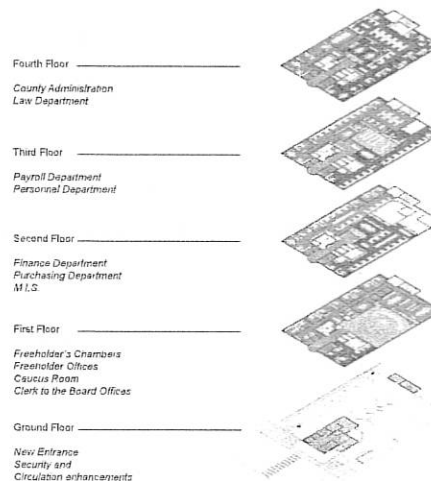
FOCUS EXISTING CONDITIONS / PHASING

Orangetown Town Hall A significant part of our past experience includes developing space planning and programming for occupied governmental facilities that establishes a successful strategy for phased implementation without interruption of operations during construction. Examples of past experience where this has been accomplished is included within our proposal.

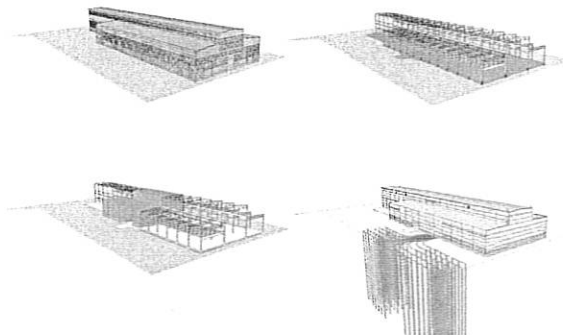


Hudson County Administration Building Annex.

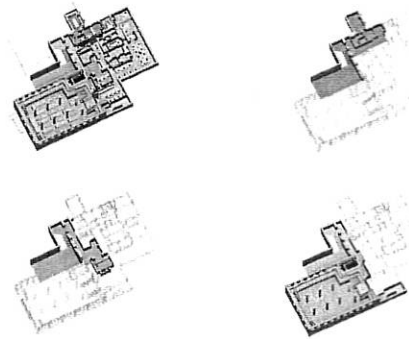
Tasked with maintaining operations during construction, many of the challenges posed by the Hudson County Administration Annex building were resolved through closely coordinated phasing. Flex space was allotted within the building to allow for a swapping of floor plates by the various user groups during the phased construction. The project entails a complete gut renovation, including new circulation patterns and technology upgrade. Through numerous iterations, The Musial Group, working intimately with the various user groups to develop and discover efficiencies that provided a high degree of flexibility while promoting accountability and communication between the various departments.



Juneau Center With the facility falling into disrepair, The Musial Group was commissioned to investigate the potential of refurbishing the building and incorporate a number of additional user groups while taking advantage of the robust steel structure. We believe it is important that the facility masterplan incorporates a strategy for accommodating future changes in operational needs, program needs and possible adjustments in portions of the facility mission. Advances in technological infrastructure must be considered to the greatest extent possible to enable the facility to be "future proof" in its' flexibility and ability to accommodate future technologies.



Office of the County Clerk The renovation of the Union County Courthouse was a multi-phase project. The scheme included the County Clerk's Office and Passport Office. In place of the old rooftop courtyard, we raised the roof to create space for the Passport Office. The Elections Office was placed close to the atrium stair to allow easy access during elections. A new computer room was provided with a new fire protection system installed. Also newly installed was a air conditioning system in the Clerk's record room. A new lunch room and lockers were provided for the record room searchers. The project also included new toilets, new HVAC systems, lighting and ceilings throughout.



Linden School #8 The School 8 Addition, located to the rear of the original building, includes new classrooms, office space, cafeteria and play area. The Musial Group took great care in referencing and matching the proportions and materials of the existing school building to fit within the neighborhood fabric. Particular attention was given to the timing and phasing of the design and renovation process to ensure the least imposition on the School's daily operation.



Westfield YMCA The existing Westfield Area YMCA consists of an original building dating from 1927, a major gym and pool addition built in the 1960's, and various renovations in the 1990's. We have been involved with several phased renovation / additions to add a new elevator, a new building entrance with stairs and ramp, and a new exit stair and toilet rooms at the rear of the building. The renovation has been constructed with the building fully occupied, which requires careful coordination with the Owner's schedule by both our team during design and by the Contractors during construction.





5
LIBRARY ARCHITECT
REFERENCES

THE MUSIAL GROUP ARCHITECTURE



South Amboy High School

Susan Guercio
School Business Administrator/Board Secretary
Roselle Park Board of Education
510 Chestnut Street
Roselle Park, NJ 07204
P: 908-245-2103

Kathleen A. Gaylord
Business Administrator/Board Secretary
Linden Board of Education
2 East Gibbons Street
Linden, NJ 07036
P: 908-486-2800 ext.8015; F: 908-486-8891



Ventnor Community Complex

Vincent Pietrucha
Director of Physical Plant
Manalapan-Englishtown Regional School District
54 Main Street
Englishtown, NJ 07726-1529
P: 732-786-2501; F: 732-786-2646

John A. Delutis
Assistant Director for Construction Management
County of Hudson
Department of Roads & Public Property
Hudson County Plaza, 257 Cornelison Avenue
Jersey City, NJ 07302
P: 201-369-2777; C:908-347-5552



AP Morris School, Hillside BOE

Robert J. Chankalian, P.E., C.M.E.
Township Engineer
Township of Toms River
33 Washington Street
Toms River, NJ 08753
P: 732-341-1000 ext. 9335; F: 732-341-0828



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LIBRARY IMPROVEMENTS
PROJECT APPROACH

The following discussion outlines The Musial Group's approach to the tasks to be accomplished and the design documentation to be delivered during the course of your project. Within this work plan, we have given particular attention to the needs of the Township of West Orange. The Musial Group will work creatively and directly with your assigned project planning team, involving them at every step. The issues and technical responses outlined in this presentation will be further refined once we have the input of your planning team.

Recognizing that funding and scheduling are of the utmost importance, our approach to the design of your project will enable your key decision-makers to become active participants in the design process. The full involvement of the planning team is essential to the development of a comprehensive, cost-effective solution. We have included information on our proposed scope of services, project management plan, quality control methodology and cost control techniques.

SCOPE OF SERVICES

1. Programming and Schematic Design
2. Design Development
3. Preparation of Construction Drawings and Specifications
4. Bidding
5. Construction

PROGRAMMING & SCHEMATIC DESIGN

The initial tasks include preliminary meetings with the planning team and preparation of a project directory of all parties. The work schedule and approach will be discussed and defined. Dates for design and review meetings through the first two phases of the project will be established. Activities will include preparation of the architectural program outlining the needs. This will be prepared after meeting with the end users and getting a thorough understanding of their goals and objectives.

The existing building features and systems along with all related information will be analyzed, reviewed and documented. Our firm will review existing drawings and collect data relative to the demand and availability of services for the proposed construction. We will carefully review the existing documentation with the conditions of the existing building. Contact also will be made with State and Local agencies to determine the approvals required for the project. Our existing reference library will be updated to include current editions of regulations and procedures.

During this phase we will conduct the appropriate investigations of the existing conditions to see if there may be problems associated with the planned construction. The building program of space requirements will be finalized and presented for review and comment. At this stage, the information provided in the facility needs assessment will be incorporated into the field investigation and also in the Design Development phase.

We will prepare concept plans based on the approved program which will indicate various alternative

approaches. We will develop block schematics to define internal circulation patterns and component relationships. We will prepare an exiting plan to be certain there are no problems with the design as related to the building code. Construction phasing or other significant constraints such as walls and/or columns that can't be moved, will be factored in at this stage.

DESIGN DEVELOPMENT PHASE

During the design development phase, all major design decisions will be finalized. The primary objective of this phase is to develop documents which define the three dimensional arrangement, the character, the construction materials and mechanical and electrical systems of the project. These documents will serve as the basis for the construction documents package and will be comprehensive enough to allow the provision of a statement of probable costs without excessive contingencies.

As in other phases, we anticipate a high degree of involvement by the Owner's representative. Regular progress reviews will be held to address project development. We will again review the project with agencies having jurisdiction to help streamline the final review process.

Also during the design development phase, we will prepare a package which establishes the basis for systems design and provide a report that illustrates proposed equipment and explains the reasons for selection and the method of operation.

PREPARATION OF CONSTRUCTION DRAWINGS AND SPECIFICATIONS

Based on the approved design development documents, cost review and schedule, we will prepare detail drawings and specifications to meet the scheduled date for bidding and the start of construction. Per the RFP, we will develop documents in three separate packages which entails: Roof and other exterior improvements, new rooftop HVAC system and other described improvements.

We will require that manufacturers prepare operational and maintenance manuals for all major mechanical and electrical equipment. Meetings will be held with the Owner's representatives on a regular basis to review progress and obtain design input. The construction document phase submission will include:

- Complete construction drawings, including site plan, floor plans, roof plans, elevations, sections, wall sections, equipment layouts, details and schedules
- Construction specifications
- Statement of probable cost
- Following the submission of the construction documents for the Owner's representative's review and approval, we will assist in securing necessary public agency approvals.

BIDDING PHASE

During the bidding period, we will attend pre-bid conferences, interpreting the contract documents and preparing addenda for distribution. We will attend the bid opening, provide a bid tabulation sheet, review bids and advise you on the preparation and award of contracts.

CONSTRUCTION PHASE

The Construction Phase will commence with the award of the Contract for Construction and together with our obligation to provide Basic Services under this agreement, will terminate when final payment to the Contractor is made or 30 days after the scheduled date of completion, whichever comes first.

We will be a representative of the Owner during the Construction Phase and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through us.

We will visit the site at intervals appropriate to the stage of construction or as otherwise agreed to by you in writing to become generally familiar with the progress and quality of the Work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. However, we will not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the Work and shall endeavor to guard against defects and deficiencies in the Work of the Contractor.

We will not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

We will determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment and shall issue Certificates for Payment in such amounts as provided in the Contract Documents.

As part of our services, our personnel will assist in equipment shakedown and discussion of the operational philosophies, which led to the design as constructed. Our firm will review any outstanding claims not settled during the construction phase and make recommendations to the owner as the professional of record.

The Musial Group is committed to a system that oversees the progress and quality of design to assure that a standard of excellence is achieved. Our management structure establishes a strong central administration and point of client contact. This goal is accomplished by the project manager who has day-to-day responsibility for project administration, delivery of services and allocation of resources. He is assisted by a team of in-house and consulting professionals in a variety of disciplines:

- Architects
- Planners
- Interior Designers
- Graphic Designers
- Heating, Ventilating and Air Conditioning Engineers
- MEP Engineers
- Structural Engineers
- Sanitary Engineers
- Environmental/Hazardous Materials

Our management system includes staffing and time analysis techniques to assist the project manager in monitoring job progress. We use Microsoft Project software to schedule and allocate staff in addition to preparing and monitoring construction schedules. A weekly staff meeting establishes priorities and maintains professional, high-quality service. This has resulted in an extensive list of satisfied clients whose projects were completed on time and within budget.

The following techniques have contributed to our successful project management record:

- An agenda is forwarded in advance of each meeting. All parties can then bring appropriate reference materials, reach a consensus and make informed decisions.
- Minutes or notes are prepared and distributed promptly after each meeting.
- The minutes document all decisions and clarify who is responsible for taking agreed-upon actions.
- A list of open issues is prepared prior to the completion of each phase. This functions as a checklist so that decisions can be finalized in a timely fashion.

PROJECT QUALITY CONTROL

It is essential for the Township of West Orange to be provided with a finished project that is:

- Appropriate for its intended function
- Aesthetically pleasing
- Operationally efficient
- Flexibly designed to accommodate program changes and future modifications

At each phase, we review our documents for completeness and technical accuracy. Our quality review committee is headed by Noel S. Musial, A.I.A. and includes senior architects and engineers who have experience with

similar projects, but may not be directly involved in the project. They scrutinize the details and provide our project managers and designers with objective criticism. Additionally, our construction administration personnel assist at 50%, 90% and 100% completion of contract documents to identify constructability concerns arising from their experience with our completed projects. The Musial Group has one individual on staff whose only function is to provide quality control by reviewing drawings as they are produced. This process has led to our remarkable record of success regarding constructability.

Our CADD software is AutoCad Architectural Desktop and Revit. This system allows for great variety in the size and complexity of projects and drawings that can be economically produced. Multiple drawings can be automatically and instantaneously updated since they can be associated on a common database, as opposed to merely sharing some layers. This feature assures that plans of different scales will show the same backgrounds, and coordination of mechanical items with architectural drawings and structural clearances is more thorough. Drawing files can be easily imported and exported in dxf and other formats that are fully compatible with AutoCad and other common software.

PROJECT COST CONTROL

Construction cost estimating is an integral part of our service during Schematic Design, Design Development and Construction Document Phases. Major issues affecting the design of your project are evaluated to determine their financial impact prior to implementation. In this way the project is kept within budget. Major components of the cost control process include:

- Investigation of local market trends (i.e. pay scales, availability of skilled laborers and inflationary trends, for example).
- Investigation of alternative construction systems.
- Investigation of major mechanical/electrical sub-systems in order to identify related cost implications for installation and operation.
- Evaluation of the overall schedule to determine cost impacts of seasonal construction.
- Analysis of key elements for durability, maintenance and potential cost savings.

In the early planning stages, we prepare a comprehensive cost package for the entire project based on a detailed description of expected building systems and materials. This package is jointly reviewed by all project participants to consider initial and life-cycle costs, constructability, ability to meet proposed functions, site constraints and local availability of materials and labor.

Cost per square foot budget analysis are then prepared based on our records of previously completed projects. We use D4 costs computer program, which updates previous projects to today's costs. These figures are double-checked against MEANS and other nationally available databases. Analysis and exploration of options are done using Excel spreadsheets. Decisions on any design changes are arrived at mutually. During design development and construction document phases, detailed estimates of the total project cost are prepared and include site demolition, upgrading of utilities, site development, construction, landscaping, furnishings and

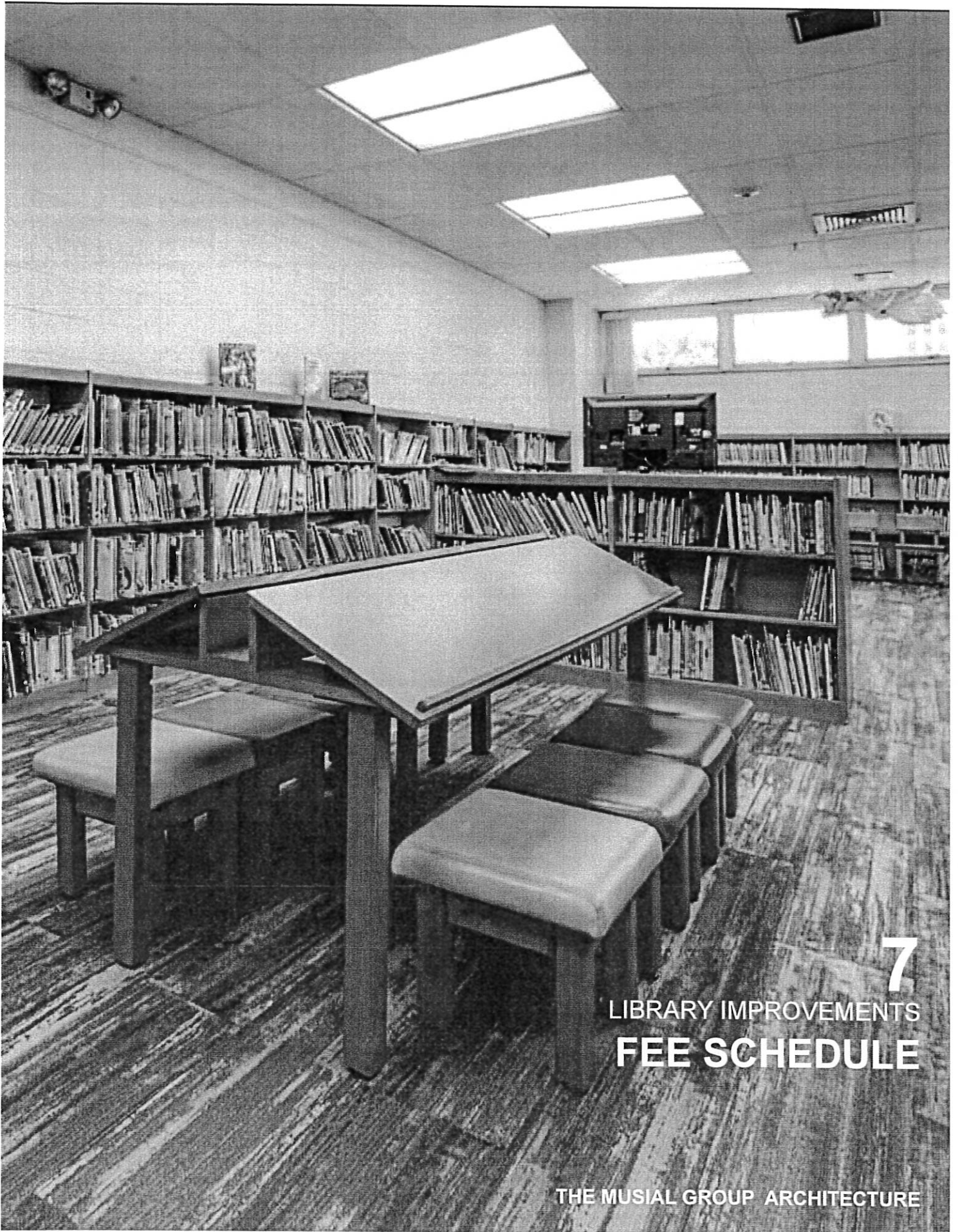
fixtures, architectural fees, engineering fees, testing fees, market abnormalities, inflation and contractor's overhead and profit. For larger projects quantity takeoffs are prepared using the software's database feature.

PROJECT SCHEDULE CONTROL

The Musial Group believes in fulfilling the most stringent of time schedules without sacrificing quality or cost-effectiveness. To ensure compliance with project deadlines, it is our policy to develop a schedule identifying all meetings, owner review inputs, governing agencies' approvals and architect-engineer and consultant tasks. The roles of all project participants are defined clearly. Once committed to a schedule, we always adhere closely to it.

By employing strong project management practices, careful planning and accurate budgeting, The Musial Group believes that efficient designs can meet the most restrictive standards. We realize that budget considerations are paramount since budgets are usually made early and must be adhered to. The project cost at time of bidding cannot be exceeded and therefore we must be as accurate as possible. Our early involvement in the planning of your project will enable you to have reliable costs early in the design phase.

The early decision-making approach is reflected in our successful record of budgetary performance. We establish the required accuracy and depth in our budget planning estimate that results in a construction bid that is neither too far above nor too far below the estimated costs for the project.



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LIBRARY IMPROVEMENTS
FEE SCHEDULE

THE MUSIAL GROUP ARCHITECTURE

A/E SERVICES COST PROPOSAL: WEST ORANGE PUBLIC LIBRARY

1. Design Development	<u>\$27,000.00</u>
2. Bidding	<u>\$24,750.00</u>
3. Construction Administration	<u>\$44,500.00</u>

TOTAL PROPOSAL COST	<u>\$96,250.00</u>
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Noel S. Musial, A.I.A., President
The Musial Group, pa
Dated: June 13, 2018

2018 STANDARD SCHEDULE OF CHARGES & GENERAL CONDITIONS

I. PROFESSIONAL SERVICES

- A. For agreements based on actual hours expended or additional authorized work on lump sum projects, the following hourly rates shall apply:

Principal, Noel S. Musial, A.I.A.	\$195.00
Principal, Noel S. Musial, II, A.I.A.	\$165.00
Architect (Associate of the Firm)	\$150.00
Staff Architect	\$125.00
Staff Engineer	\$125.00
Staff Design Engineer	\$100.00
Project Manager	\$95.00
Architect Intern	\$95.00
Architectural Designer	\$90.00
Draftsperson	\$85.00
Junior Draftsperson	\$75.00
Landscape Architect	\$75.00
Interior Designer	\$70.00
Planner	\$95.00
Field Representative	\$80.00
Clerical	\$50.00

- B. For expert testimony before Planning Boards and Boards of Adjustments, the minimum billing will be four (4) hours.

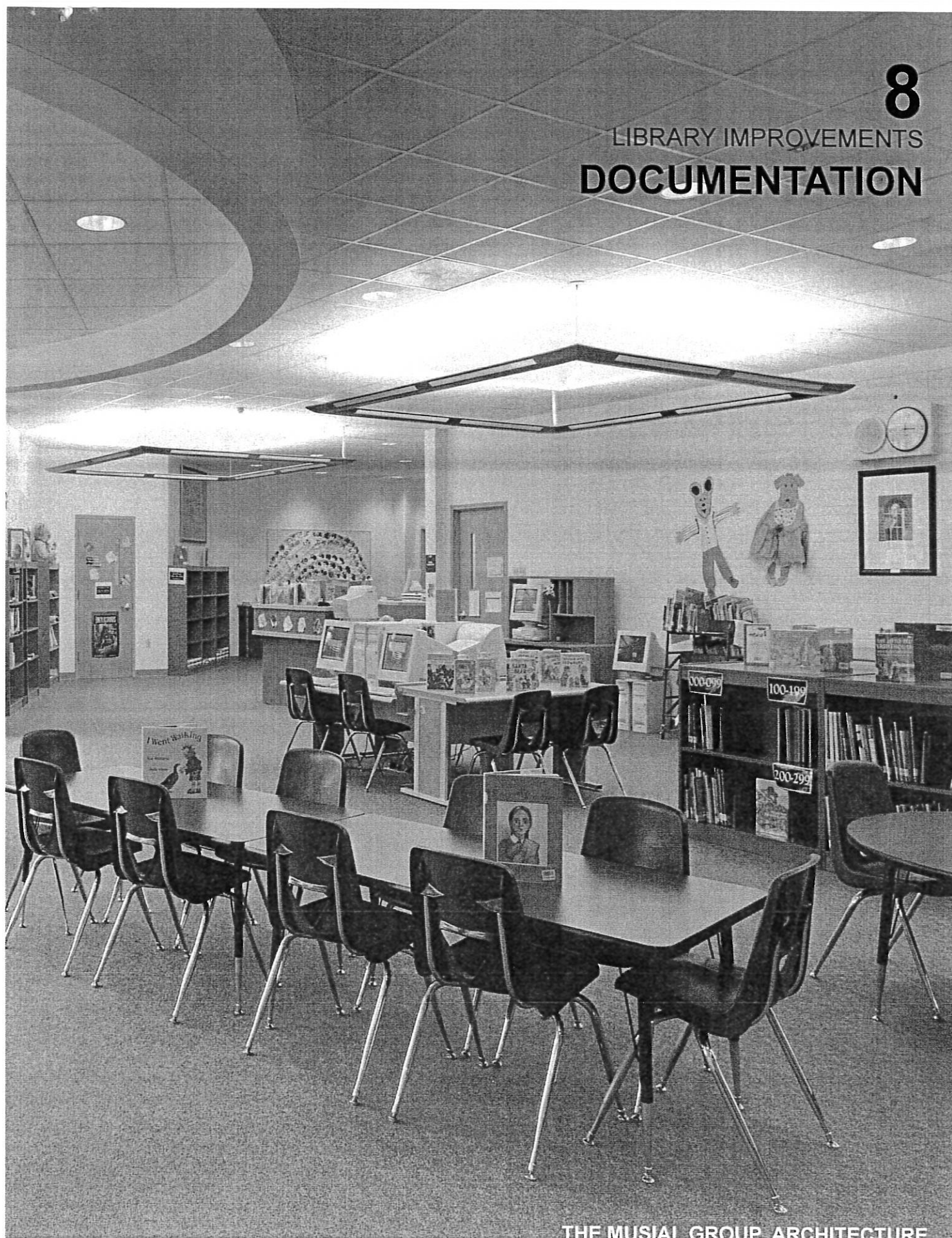
II. REIMBURSABLE EXPENSES FOR ADDITIONAL SERVICES

- A. Consultants which are not part of a proposal, such as structural, civil, hydraulic, kitchen, etc., will be billed at a rate of 1.3 times the amounts billed to our office.
- B. Reproduction of documents by outside vendors will be billed at the rate of 1.5 times the cost billed to our office. In-house reproduction of drawings will be billed at \$0.50/sq. ft. Plotter usage will be billed at \$40.00 per plot. Computer CD of drawings at \$250.00.
- C. Express mail or overnight messenger services are billed at 1.5 times the cost billed to our office.

III. INVOICES

- A. Invoices will be submitted monthly. Billing will be based on the actual hours expended or the percentage of work completed, as provided in the Owner/Architect agreement. Invoices are payable within thirty (30) days.
- B. Any invoice or portion thereof that is not satisfied within thirty (30) days will be subject to interest charges of 1.5% per month. If we do not receive payment as per our invoices, we reserve the right to suspend any further services.

LIBRARY IMPROVEMENTS
DOCUMENTATION



EMPLOYEE INFORMATION REPORT CERTIFICATE

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 26513

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-APR-2013 to 15-APR-2020

THE MUSIAL GROUP, P.A.
191 MILL LANE
MOUNTAINSIDE NJ 07092


Andrew P. Sidamon-Eristoff
State Treasurer



THE MUSIAL GROUP ARCHITECTURE

NJ BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
THE MUSIAL GROUP, P.A.		
TAXPAYER IDENTIFICATION#	CONTRACTOR CERTIFICATION#	
222-715-705/000	0098293	
ADDRESS	ISSUANCE DATE:	
191 MILL LN	01/18/02	
MOUNTAINSIDE NJ 07092		
EFFECTIVE DATE:	<i>Patricia A. Chiacchis</i>	
07/08/86	Director, Division of Revenue	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



LLC

June 13, 2018

Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Drive
West Orange, NJ 07052

**Architectural, Mechanical, Electrical & Plumbing
Design Services for
West Orange Public Library Improvements**
West Orange, NJ

Dear Mr. Lepore:

Herbst-Musciano, LLC, proposes to provide architectural design, engineering and construction contract administration for the Repairs and Improvements to the West Orange Library as outlined in the Township's RFP of May 3, 2018

A. PROJECT DESCRIPTION

1. EXTERIOR

a. ROOF REPLACEMENT

- i. Original building {1959} roof area approximately 8,500 square feet
- ii. Edison Wing {1978} roof area approximately 9,350 square feet
- iii. NJDOL and OSHA have an

b. CHIMNEY SOUTH WALL

- i. Repair & Repaint
- ii. Install new stone cap
- iii. Install new roof flashing at base with roof replacement

2. INTERIOR

a. BARRIER FREE SUBCODE IMPROVEMENTS

- i. Upgrade public restrooms for ADA Compliance (upper level 1978 addition).
- ii. Replace door knobs with lever handles throughout building.
- iii. Replace all entrance mats to eliminate exposed edge of recessed pocket
- iv. Elevator Signage - Provide tactile signage at door jambs of each elevator door

b. HVAC

- i. Replace all public restroom exhaust fans
- ii. Replace all staff restroom exhaust fans
- iii. Replace oldest rooftop HVAC unit with high efficiency unit The existing unit is 30 tons – to be verified
- iv. New automatic temperature controls throughout the building for the entire Building.

c. PLUMBING

- i. Replace pressure reducing valve
- ii. Replace plumbing fixtures and accessories throughout the building including water fountains



LLC

- d. ELECTRICAL
 - i. Replace 600 AMP main panel and breakers
 - e. MISC SAFETY
 - i. Replace fire alarm and detection system.
 - ii. Replace lower level floor tiles (testing required)
 - f. KITCHEN
 - i. Replace existing counter, sink, refrigerator and appliances
 - g. CEILING
 - i. Replace ceiling tiles, upper level adult areas
 - ii. Replace ceiling tiles, lower level storage/stack area
3. ASBESTOS ABATEMENT IN WORK AREAS – BASED ON REPORT 05-29-18
- a. Roof Materials
 - i. NJ allows roofing contractors to remove asbestos containing roof materials using prescribed methods.
 - ii. No monitoring is required to best of our knowledge
 - b. VAT tiles
 - i. Asbestos containing floor tiles can be removed by heating and carefully removing without breaking or pulverizing the tiles.
 - ii. Building can remain occupied.
 - iii. Air test at completion.
 - iv. No on-going monitoring required to best of our knowledge.
 - c. Ceilings
 - i. NJ Sub-Chapter 8 Asbestos Abatement Procedures must be followed for removal of asbestos-containing ceiling tiles.
 - ii. Considered friable material.
 - iii. Must vacate the building.
 - iv. Full monitoring required.

B. ARCHITECTURAL DESIGN SERVICES

- 1. FIELD WORK, RESEARCH, PRELIMINARY DESIGN & CODE ANALYSIS
 - a. Meet with the Township to discuss project requirements and goals;
 - b. Further develop a design program with the Township's staff to define the relevant functional and operational relationships necessary for an efficient and economical facility;
 - c. Develop conceptual designs and review them with the Township to ascertain realistic alternatives and objectives;
 - d. Prepare preliminary drawings to illustrate program requirements
 - e. Based upon approved preliminary documents, investigate construction and planning alternatives and prepare documents that describe the size and character of the entire project as to architectural components.



LLC

- f. Investigate the cost of various assemblies, components, systems, etc.

3. CONSTRUCTION DOCUMENTS PHASE

- a. Based on approved preliminary documents and any further adjustments in the scope and quality of the project, prepare Construction Documents for approval by the Township. These documents will consist of Drawings and specifications setting forth in detail the requirements for the construction of the project.
- b. Construction Documents will be prepared for the following disciplines and components:
 - Architectural, General Construction.
 - Plumbing Fixtures and equipment.
 - Electrical
 - Fire Alarm
 - Mechanical systems

4. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

- a. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect will provide administration of the Contract for Construction generally as follows:
 - The Architect will assist the Township in the process of publicly bidding the work.
 - Visit the site at intervals appropriate to the stage of construction to ascertain the progress of the work and its general conformity with the Construction Documents. Conduct periodic job meetings with the Contractor and Township representative.
 - Review and approve or take the other appropriate action on Contractor's submissions of shop drawings, including pre-engineered components and product literature with respect to their conformity with the Contract Documents.
 - Review and take action on Contractor's applications for payment.
 - Prepare finish selections for all specified products and finishes.
 - Conduct punch list and final inspections.

C. QUALIFICATIONS

1. This proposal assumes that this project will be administered and bid as a single overall lump sum contract.
2. Duration of construction administration limited to a period not to exceed 4 months.
3. This proposal excludes:
 - a. Site plan (zoning) approval process.
 - b. Building permit application
 - c. Identification, handling or abatement of contamination and hazardous or otherwise controlled materials.
 - d. Revisions to documents made after acceptance by the Township or jurisdictional agencies or authorities.
 - e. Revisions to documents due to changes made in field or due to substitution or alteration of specified materials or methods.
 - f. Structural Engineering or analysis.
4. The Client shall defend, hold harmless and indemnify the Architect for all claims, expenses, loss or liability (including attorney's fees) incurred during the construction and/or use of the facility when constructed in accordance with plans and specifications prepared under the terms of this agreement, except as solely by reason of the acts or omissions or negligence of the Architect. Such indemnity shall extend to include all claims, expenses, loss or liability, which occurs due to construction material or methods not in complete conformity with the requirements of the plans and specifications.



June 13, 2018

Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Drive
West Orange, NJ 07052

**ASBESTOS MONITORING SERVICES NJASCM / AST
PROPOSAL FOR**

**West Orange Library
Miscellaneous Building Improvements**
West Orange, NJ

Dear Mr. Lepore:

The following is our sub-consultant Environmental Health Investigations, Inc. (EHI) proposal to provide Asbestos Safety Control Monitor (ASCM) and Asbestos Safety Technician (AST) services with respect to asbestos removal operations anticipated for the Library.

This proposal is based on the following asbestos containing materials (ACMs) being removed and the building being completely unoccupied during the removal process. ACM determination per report provided by the Township dated May 29, 2018.

- VAT Floor Tiles
- Roof Materials
- Ceiling Tiles

The asbestos abatement/removal of ACM found in the Library is governed by the New Jersey Asbestos Hazard Abatement Subcode of the Uniform Construction Code commonly referred to as Sub-Chapter 8. This regulation requires that an ASCM firm be retained to oversee the asbestos removal process.

This proposal is however based on the assumption that removal of all asbestos floor tile and mastic will be performed via non-friable methods thus exempting the removal from Sub-Chapter 8. This exemption does not require that an ASCM firm be retained to oversee the asbestos removal process, however removal of flooring materials via a non-friable method will require final clearance air monitoring.

EHI will provide the following:

TASK 1: Project Planning, Scope Determination, Specification Development, Pre-Con Meetings & De-scope

1. An EPA Accredited Asbestos Project Designer will generate two separate written scope documents for each Firehouse. These documents will be submitted to the local construction official when securing a permit to conduct the work.
2. EHI will generate separate plans for the abatement at each location. EHI will issue approval letters for submission to the local construction official when securing a permit to conduct the work.

Architecture & Planning
NJ Certificate of Authorization AC 830
611 Main Street, Second Floor, Boonton, NJ 07005 Telephone 973 538 3815 Facsimile 973 538 4095 www.herbstmusciano.com



3. EHI will provide assistance to the abatement contractor in securing construction permits. EHI will review all required notifications prior to the initiation work. EHI in its capacity as the ASCM will notify the NJ DCA as required prior to the initiation of work.

4. EHI will assist in logistics meetings including bid walks & bidder de-scope interviews.

TASK 1: Flat Fee \$ 3,600.

TASK 2: Asbestos Abatement Project Monitoring, Air Testing & Final Report Generation

1. EHI shall provide project monitoring and air testing services for each individual abatement activity conducted as required by State and Federal Regulations. Monitoring will conform to the requirements for non-occupied buildings.

2. EHI shall document that the abatement contractor follows all state and federal regulations pertaining to this type of work. EHI shall review that all applicable documents, e.g., abatement contractor licensing, state and federal notification and local building department permits.

3. EHI will be responsible for maintaining a daily log of abatement activities. At a minimum, this log will track workers' names and permit numbers, a description of the work completed for each shift, and all testing/inspection results. This log will be compiled and included as part of the final project report due to the owner at the completion of the project.

4. EHI shall conduct pre-abatement and daily air sampling as required by Federal and State Asbestos Regulations. All air sample analysis will be done by our subcontract laboratory in accordance with NIOSH Method 7400.

5. EHI shall perform inspections of the work site, including entering the containment area, to ensure all work procedures are being followed.

6. EHI shall participate in any governmental regulatory on site inspections (EPA, NJ DOL, NJ DCA, etc.)

7. EHI shall perform a final inspection of the work area to ensure that all asbestos materials have been properly abated and conduct clearance air monitoring as required by the State of New Jersey. Final air testing is by Transmission Electron Microscopy via AHERA Methodology for work areas larger than 160 square feet or 260 linear feet.

8. EHI's project manager shall attend job meetings and respond immediately to any asbestos or environmental related issues or concerns.

9. A final report will be issued.

At this time a defined scope of asbestos abatement work has not been fully determined.

We have estimated the cost of project monitoring based on a 10 working day abatement project.

It is assumed that air sampling requirements will call for a combination of PCM and TEM analysis.



This estimate should only be used for budgeting. EHI will charge for actual services provided.

Asbestos Safety Technician: 10 shifts @ \$816/shift..... \$ 8,160.

Phase Contrast Analysis (Off Site): 150 samples @ \$18/each.\$ 2,700. TEM Clearance

Air Sample Analysis (Off Site): 20 samples @ \$150/sample.\$ 3,000.

NJ Department of Community Affairs 6% Surcharge on Subchapter 8 Related
Work (Estimated).....\$ 700.

TASK 2 Estimated Total: \$14,560.

As mentioned, the above TASK 2 total is an example estimate based on a 10 working day (shift) project. The above estimate should be used for budgeting only. EHI will only charge for actual services provided.

Estimated Total: (TASK 1 & 2) \$ 18,160.

* The above estimates make no allowance for overtime. All work in excess of eight hours per shift, forty hours per week, or work on Saturdays and Sundays will be charged at an overtime rate of 1.5 times the basic rates identified. Work performed on Holidays will be charged at an overtime rate of 2 times the basic rates identified. As previously stated, the cost estimate is based on all work including clearance air sampling and demobilization being completed in no more than ten (10) eight (8) hour weekday work shifts. The air clearance sampling is based on 4 large work areas needing clearance per firehouse.

Below is a listing of the rates we will employ for all work associated with this project:

Asbestos Safety Technician.	\$680/shift
Asbestos Inspector.	\$85/hour
Asbestos Safety Technician Overtime Rate.....	\$127.50/hour
On-Site Microscopist (includes PCM analysis).	\$850/shift Project
Designer.....	\$95/hour
Phase Contrast Microscopy Analysis (off site).	\$15/sample
Transmission Electron Microscopy Analysis (off site analysis). 12 Hour T/A:	\$125/sample
24 Hour T/A: \$ 85/sample 72 Hour T/A: \$ 65/sample 5 Day T/A:	\$ 40/sample
Overnight shipping of samples to laboratory.	\$35/shipment Messenger - for
Immediate Delivery of samples to laboratory.	\$200/delivery
Travel: Sparta Office to Site.	\$50/trip

The Asbestos Hazard Abatement Subchapter 8 requires that the Asbestos Safety Control Monitor has no economic relationship with any other party other than the Municipality involved in the work.

It is assumed that abatement monitor will be contracted directly with the Township of West Orange.

- END -



June 14, 2018
09018.0574

Mr. Leonard R. Lepore, P.E.
Municipal Engineer, Director of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Education

Energy Utility

Hospitality

Public Sector

Real Estate

Science & Technology

Healthcare

Re: A/E Services: West Orange Public Library

Dear Mr. Lepore:

Paulus, Sokolowski and Sartor, Architecture & Engineering, PC, is pleased to submit this proposal for providing professional A&E services in connection with the West Orange Public Library improvements. The following is in response to the West Orange Public Work's RFP, the Facilities Needs Assessment performed in October 2015 by Arcari & Lovino Architects, PC and the Garden State Environmental report.

I. INTRODUCTION/BACKGROUND

The West Orange municipality is seeking qualified A/E firms for the improvements to the West Orange Public Library. PS&S is a full service architectural and engineering firm licensed in the state of New Jersey, with over 200 professional architects and engineers, headquartered in Warren, New Jersey. The improvements project shall include architectural, plumbing, mechanical and electrical engineering design. PS&S' response includes preparing architectural and engineering design improvement plans, details and specifications for bid, permit and construction. Our services also include a construction cost estimate, a bid analysis and construction administration services. The bid packages and construction phase services shall be in three separate packages; (1) Roof and Exterior Improvements, (2) New Rooftop HVAC, (3) All other improvements.

II. PROJECT DESCRIPTION

PS&S will be providing architectural, plumbing, mechanical and electrical engineering services. The scope of services includes the following:

Phase 1: Roof and Exterior Improvements:

Roof replacement shall include architectural design for the original (8,500sf) building and Edison wing (9,350sf), the scope shall include the removal of the existing roof, the design of the new roof insulation meeting current energy codes and tapered insulation to meet the minimum code required roof slope. Also included is new perimeter coping, drain installation details, new built-up or membrane roofing systems including pitch pockets and/or roof curbs for existing equipment and piping. Additionally, details for the repair and repointing of the chimney and cap stone is included.



Phase 2: New Rooftop HVAC:

Replacement of the rooftop HVAC unit will include engineering design for the removal and replacement of the existing 30 ton packaged rooftop air conditioning unit from 1995. The replacement unit will include the necessary internal components and configuration for integration into existing distribution with minimal disruption. The rooftop unit design will include reconnection to existing ductwork, piping, and electrical components, and any associated roofing modifications required. The existing supporting structure will be reviewed and confirmed adequate to support the new unit size and weight. Additionally, the rooftop unit will include automatic temperature controls in line with the approach for upgrading the rest of the building included within the phase 3 services.

Phase 3: All Other Improvements:

Architectural and engineering design services are included for this phase as outlined below:

- a. ADA compliance upgrades
 - i. Upgrade public restrooms
 - ii. Replace door knobs with levers
 - iii. Replace entrance mat to eliminate exposed edges of recessed pocket.
 - iv. Elevator signage.
- b. Removal of existing rooftop bathroom exhaust fans (both public and staff) and replacement with new exhaust fans of adequate capacity to meet space exhaust requirements.
- c. Removal and replacement of all existing HVAC zone temperature controls and devices and replacement with new direct digital controllers and devices. New controllers will employ automatic energy saving measures where possible with the existing equipment.
- d. Installation of new incoming water service pressure reducing valve to reduce operating pressure within the building.
- e. Removal and replacement of all plumbing fixtures and their piping accessories. This work will complement any bathroom modifications required for ADA upgrades.
- f. Removal and replacement of existing 600-amp electrical panel and associated circuit breakers.
- g. Removal of existing fire alarm system and all detection and annunciation devices, to be replaced with new fire alarm control panel integrated with pull stations, horn strobes, heat detectors, smoke detectors, etc. provided throughout the building.
- h. Removal and replace existing kitchen counter, sink, refrigerator and appliances
 - i. Plumbing and electrical connections to new kitchen appliances and fixtures included with the kitchen upgrade.
- i. Removal and replacement of ceiling tiles.
 - i. Upper level adult areas
 - ii. Lower Level storage/stack area



LIMITED CONSTRUCTION PHASE SERVICES

A. General

During the Construction Phase, PS&S proposes to provide the following general Construction Phase Services in conjunction with this project:

1. Construction Cost Estimate: shall be prepared on the before the final issued for bid documents.
2. Bid Analysis: tabular bid evaluation spreadsheet.
3. Construction Administration Services:
 - a. Review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Construction Documents.
 - b. Responses to Requests for Information (RFIs) and Requests for Clarification (RFCs) submitted by the Contractor(s).
 - c. Perform field observations at the 50% and 100% completion phases of the ongoing construction progress to determine conformance of the completed work with the requirements of the Contract Documents.

III. CLIENT PROVIDED ITEMS

The proposed PS&S Scope of Work and associated Fee described in this proposal are based upon provision of the following by the Client:

- A. Copies of all existing design and as-built architectural, structural, fire protection, plumbing, HVAC and electrical drawings for the building, including electronic drawing files, if available.
- B. Services of any required testing contractors in order to determine the operating parameters or conditions of existing systems, such as flow testing of existing water service, HVAC air balance testing and available capacity on electrical services.
- C. Design parameters, including space temperature, and electrical requirements.
- D. Payment of all application and permit fees.



IV. SERVICES NOT INCLUDED

While we believe the intent of each task listed in the Scope of Basic Services is clear and limited, from time to time a reading of those services may imply a broader scope than was intended. In order to help clarify the Scope of Basic Services, we point out that the basic services listed do not include the following services which may be required for this project. If requested, PS&S would furnish these, or other appropriate out-of-scope services, and would be pleased to discuss a mutually agreeable scope of services and fee arrangement. PS&S will not provide out-of-scope services without written Client approval of a modified scope and fee arrangement.

- A. Design of exterior improvements not included in the RFP requirements:
 - 1. New service doors, windows, public entrance and vestibule doors, as well as soffit replacement and new lighting are excluded.
 - 2. New parking lot, remilling or resurfacing and restriping are excluded.
 - 3. Exterior sidewalk replacement is excluded.
 - 4. Exterior landscaping and/or tree trimming is excluded.
- B. Design of Interior improvements not included in the RFP requirements:
 - 1. Design service for Library rearrangements of furniture, books stacks and/or lighting upgrades.
 - 2. Children's carpet and/or ceiling tile replacement is excluded.
 - 3. Book Stacks, Corridors, Locker Rooms and restrooms floor finish replacement is excluded.
- C. Destructive probes, equipment disassembly, fine inspection or testing of equipment or materials in order to determine their precise condition.
- D. Design of revisions as required to satisfy budgetary requirements as a result of value engineering undertaken beyond the 50% completion level of the design effort.
- E. Updating of existing drawings that are provided by the Client for reference (accurate existing conditions will be reflected on the PS&S design drawings to the extent necessary to describe the new work).
- F. Validation, qualification or commissioning services.
- G. Fire Sprinkler design or modifications due to ceiling replacements or other improvement work.
- H. Energy modeling for operational savings, comparisons and payback evaluations are not included in the scope of services.
- I. It is assumed that roof drain locations will remain; allowing roof drainage piping layout and distribution to be re-used downstream of the new roof drains. Overflow drains and/or scuppers are to be existing and not included in scope.
- J. It is assumed that the chimney repair work does not include any modifications to any metal flues potentially within
- K. It is assumed that the existing rooftop HVAC unit as currently sized is adequate to meet the cooling and heating demands, and all ductwork, and downstream



distribution devices associated with the replaced rooftop HVAC unit are in adequate condition for re-use.

- L. It is assumed that the existing structural platform is capable of supporting the weight of the new rooftop HVAC unit. PS&S will evaluate the platform, however has not included redesign of supplemental platform modifications.
- M. It is assumed that complete building automation system is not required for a single point of monitoring and control for the building, and that all controls are operated at the equipment digital controllers.
- N. It is assumed that all electrical wiring upstream and downstream of the replaced electrical panel will remain for reconnection to the replacement panel and breaker replacement sizes will match existing.

V. MISCELLANEOUS PROVISIONS

- A. PS&S shall not be responsible for contractors' means, methods, techniques, procedures or sequence of construction, for the safety precautions and programs incident to the work of the contractor(s), or for any failure of contractor(s) to comply with laws, rules, or regulations. To the fullest extent as permitted by law, including, but not limited to the protections afforded professional engineers pursuant to N.J.S.A. 2A:29B-1, et seq., neither PS&S nor any of its employees or representatives performing services at the site or elsewhere, shall be liable for any injury occurring on the construction project or site due to a breach or disregard of construction safety standards or practices on the construction project or site by construction contractors or others not under the employment of PS&S. PS&S expressly does not assume responsibility for the implementation, discharge or monitoring of safety standards or practices with respect to the construction project or site for anyone other than PS&S's employees.
- B. PS&S shall not be responsible to search for, test for, investigate the presence of, monitor, clean up, remove, contain, treat, detoxify or neutralize asbestos, polychlorinated biphenyls, petroleum, hazardous or toxic materials, mold, radioactive material or any other pollutant within or adjacent to the building or the site.

VI. FEES, TERMS AND CONDITIONS

PS&S proposes to provide the aforementioned Scope of Services for a lump sum fee of Ninety Seven Thousand Nine Hundred Dollars (\$97,900.00), exclusive of reimbursable expenses. These services would be performed in accordance with the terms and conditions of the attached PS&S Schedule of Charges and General Conditions, dated February 1, 2018 (the Schedule). Reimbursable expenses will be billed in addition to the fee stated above and are estimated to be \$7,500.00.



L. Lepore, PE
West Orange Public Works – Public Library Improvements.
June 14, 2018
Page 6

VII. CONCLUSION

Should you find the proposal to be acceptable, please sign the following acceptance block on each copy and return one (1) copy to us for our records.

We thank you for the opportunity to provide this proposal and look forward to the opportunity to work with you on this project.

Very truly yours,

PAULUS, SOKOLOWSKI AND SARTOR ARCHITECTURE AND ENGINEERING, P.C.

A handwritten signature in cursive script, reading 'Thomas D. Scally'.

Thomas D. Scally
Associate Principal Architecture

cc: M. Cohen, W. Fedick, G. Tombari

PROPOSAL ACKNOWLEDGED AND ACCEPTED
CLIENT:
SIGNATURE:
NAME:
TITLE:
DATE:



67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 090180574

Date: June 14, 2018

GENERAL CONDITIONS OF SERVICE

Page 1 of 2

These General Conditions of Service and the PS&S Rate Schedule are attachments to this PS&S Proposal. Together they comprise the agreed terms under which PS&S will provide its Services (hereinafter referred to as the "Agreement") for the project described in the Proposal (the "Project"). Any Services requested or required that are not described in the Proposal are considered to be Additional Services. Additional Services will require a written amendment to this Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges & Hourly Rates. These rates are effective for six months from July 1, 2017. PS&S reserves the right to increase its rates every six (6) months. However, in no event shall the rates be increased by more than ten percent (10%). If PS&S is to be paid on a fixed-fee or lump-sum basis, compensation shall be paid either on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

2. CHARGES FOR OTHER DIRECT PROJECT EXPENSES

All other expenses incurred for a Project will be separately billed at actual cost plus fifteen percent (15%). Such expenses include, but are not limited to, costs for: subcontractor(s)/consultant(s); laboratory; reproduction [printing, binding, etc.]; special equipment required for Project execution; Project-required travel; special insurance coverage in excess of or different from PS&S's standard insurance coverage; and, any other costs particular to Project engagement. Mileage costs will be billed at the rate authorized by the Internal Revenue Service. If rental vehicles are used (at the option of PS&S), the actual rental charges plus fifteen percent (15%) will be billed instead of using the IRS mileage reimbursement rate.

3. TIME FOR PERFORMANCE

Delays created by scheduling of government meetings, or by Client not responding timely to requests for input, information, or decisions may extend the Project schedule and require an increase in PS&S's compensation. If PS&S's Services have not been completed by the date established in the Proposal for the completion of Services, through no fault of PS&S, all PS&S Services provided thereafter shall be compensated on an hourly-rate basis using the rates attached, notwithstanding any other compensation amount set forth in the Proposal.

Neither party shall be liable to the other for any delay or failure in performance of any of the obligations under this Agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond a party's reasonable control and without the fault or negligence of the delayed or non-performing party.

4. PAYMENT

Invoices for all Services: will be issued on a monthly basis; are considered due upon receipt; and, must be paid within 30 days of the invoice date. Interest at one percent (1%) per month (but not exceeding any maximum rate allowed by law) will be charged on any invoice amount not paid within 30 days of the invoice date. All reasonable attorney's fees and costs incurred by PS&S to collect any delinquent amounts shall be added to the amount to be paid by the Client.

PS&S shall not be obligated to deliver any documents for governmental review, deliver any documents or Services for the next Project milestone,

sign and seal documents (or any final Construction Documents), nor shall PS&S be obligated to commence providing any Services during the Construction Phase of a Project while any invoice for properly performed Services (or previously delivered document) is due and remains unpaid more than 30 days after invoice date. If any undisputed invoiced amounts are not paid within 60 days of invoice date, PS&S may suspend its Services or terminate this Agreement whether on this project or another PS&S engagement. Once Services are suspended for nonpayment, they will be resumed at the discretion of PS&S but only when all unpaid amounts, including accrued interest, are paid in full on all other engagements. If PS&S terminates this Agreement for non-payment, the Client shall also be obligated to pay the reasonable costs associated with termination. A suspension of Services shall not preclude PS&S from later electing to terminate this Agreement for continued non-payment of its invoices. Any failure by PS&S to terminate or suspend Services shall not constitute a waiver of, nor be considered a limitation of, these or any other rights and remedies available at law or equity.

If the Client requests PS&S to suspend Project Services for more than 60 days, the Client shall pay PS&S a charge of not more than ten percent (10%) of the amount due for the remaining unperformed Services, as a condition for PS&S to resume the performance of its Services, according to a mutually acceptable revised Project Schedule.

5. TAXES

If applicable, the Client shall pay the cost of any sales, use, excise, value-added or other tax, which is or may become applicable to the Services, in addition to the amount of compensation due to PS&S under this Agreement.

6. PS&S'S RESPONSIBILITIES

PS&S shall perform its Services in a manner consistent with that level of skill and care ordinarily exercised by other professional consultants providing the same or similar Services, under similar circumstances and location that exist at the time of providing the Services. PS&S represents that it is duly qualified to provide the Services that are covered by this Agreement and that it is authorized to enter into and execute this Agreement. No other representation, express or implied, and no warranty or any guarantee is made as part of this Agreement, or in any report, document or other communication provided as part of the Services.

If changes are made by the Client or others to aspects of the project, such as location, that affect the design documentation or Services provided by PS&S, all PS&S liability for such changes and their consequences shall be waived by the Client and Client shall have sole responsibility and liability for such changes and their consequences, unless PS&S was previously advised in writing of such changes, and allowed the proper time in accordance with applicable professional standards, to evaluate such changes. Client shall compensate PS&S for the time required to provide any evaluation required due to such changes.

PS&S's Services are provided to meet the requirements of applicable standards of care, applicable laws, building codes and regulations to obtain needed approvals and permits of governmental authorities with jurisdiction over the project. These requirements may be interpreted differently by government inspectors and building officials, requiring changes to the design documents and the project construction even after permits and approvals have been issued. While this may increase the construction costs of the Project, it does not mean that the design documents were not prepared to meet applicable requirements or professional standards. The additional costs that result, if any, will be deemed to be value-added items, as if required in the original design documentation, and shall not be the basis for any claim for damages against PS&S.

Effective Date: July 1, 2017



7. CLIENT'S RESPONSIBILITIES

The Client will provide to PS&S all available information pertinent to or required for the performance of PS&S's Services as described in this Agreement. PS&S will be permitted to rely on the accuracy and completeness of the Client-supplied information unless doing so would be a breach of the standard of care set forth in Section 6 above. The Client will provide PS&S access to all public and private property as necessary for PS&S to perform its Services, and give prompt written notice to PS&S whenever the Client becomes aware of anything that could affect the Services.

8. PURCHASE/WORK/TASK ORDERS

If the Client issues a purchase/work/task order or other document related to PS&S's Services, it is agreed that such document is issued for Client's internal accounting purposes only and shall not amend, supplement, modify, or delete any terms or conditions of this Agreement regardless of the language on that purchase/work/task order. If there is any conflict between the terms and conditions of such purchase/work/task order and this Agreement, the terms and conditions of this Agreement shall govern.

9. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

PS&S and the Client each waive the right to make any claims against the other for consequential damages arising out of or related to this Agreement.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PS&S's total liability to the Client for any and all injuries, claims, losses, costs, damages, or claim expenses arising out of or related to this Agreement, however caused, shall not exceed the total amount of \$50,000 or the amount of PS&S's fee (whichever is greater).

11. PROJECT CONSTRUCTION AND SITE SAFETY

PS&S shall not be responsible for the means, methods, techniques, procedures or sequence of construction, nor shall PS&S be held responsible for the safety precautions and programs of the Client's contractor(s) working at the Project Site, or any failure of those contractor(s) to comply with applicable laws, rules, or regulations. To the fullest extent permitted by law, neither PS&S nor any of its employees, consultants, authorized agents or representatives performing Services at the Project Site or elsewhere shall be liable for any injury occurring as part of the construction of the Project or any site work, due to a failure, breach or disregard of construction safety standards, procedures, Site-specific programs, transportation regulations, or industry practices at the construction Project (or Site) by the Client's contractors or others for whom PS&S is not responsible under this Agreement. PS&S shall only be responsible for the adherence and compliance of all PS&S employees, consultants, authorized agents and representatives with the Project-site safety programs and procedures, and the laws and regulations applicable to those for whom PS&S is responsible under this Agreement.

12. HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to in the Proposal, which is part of this Agreement, PS&S shall not be responsible to search for, detect, test, investigate or determine the presence of, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize hazardous, toxic or radioactive materials, mold, or any other pollutant or toxin within or adjacent to the Project or Site, which is the subject of this Agreement.

13. DOCUMENTATION AND ELECTRONIC MEDIA LIMITATIONS

- A. All drawings, specifications and/or other documents created by PS&S ("Documents") are instruments of service prepared for the Project. PS&S, as the author, retains the intellectual property rights in the Documents, subject to the licenses and rights to use granted in this Agreement.
- B. PS&S grants to the Client an unlimited license to make and retain copies of Documents but solely in connection with its use on the Project. The Documents are not intended or represented to be suitable for use by Client or others to prepare shop drawings, for extensions of the Project

at or on land adjacent to the Project Site or at any location other than the Project Site. Client shall not add to, modify or alter nor allow others to add to, modify, or alter the Documents including any printed copies of the Documents, unless Client shall have removed all references to "Paulus, Sokolowski and Sartor," "PS&S" and any other references, marks, and the like [including metadata or other electronic tags] that relate in any way to, or can be used to identify PS&S as the author of the Documents.

- C. Client shall indemnify, defend, save and hold PS&S, its subconsultants and each of their partners, officers, shareholders, directors and employees harmless from and against any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising as the result of: i) Client's failure to comply with any of the requirements of this Section 13; or ii) any use, addition to, modification, alteration, change to or misinterpretation of the Documents by Client, or any party that receives the Documents from the Client (the "User(s)").
- D. Files provided in electronic media format [text, data, graphics, or other types of information] are furnished only for the convenience of Client and/or its authorized users. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Users shall perform acceptance tests or procedures within 10 days of receipt of the files, after which the Users shall be deemed to have accepted the data transferred. PS&S shall not be responsible to maintain Documents stored in electronic media format after acceptance by the Client or its Users.
- E. When transferring documents in electronic media format, PS&S makes no representations as to long-term compatibility, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PS&S. Copies of Documents that may be relied upon by the Client, or its User(s) are limited to the printed versions (also known as hard copies) that are signed and sealed by PS&S.
- F. Client accepts that the conversion of the printed versions of Documents into electronic media format or conversion of Documents from the format supplied by PS&S to another format may introduce errors or other inaccuracies. Client and its Users shall confirm the accuracy of the Documents before using them. Client accepts all responsibility for any errors or inaccuracies arising from the conversion of the Documents to another client-selected format, and releases PS&S and its subconsultants from any liability, costs, losses, or damages or expenses arising as the result of conversion errors or inaccuracies.
- G. Client waives any and all claims and liability against PS&S and its subconsultants resulting in any way from the use of the Documents transmitted pursuant to this Section 13.

14. OTHER TERMS

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey excluding any choice-of-law principles, including those of the law of the state where the Project is located that would require the application of the laws of a jurisdiction other than New Jersey.

Each party to this Agreement for itself, its successors and in respect of its property, irrevocably consents and agrees that: i) any legal action or proceeding with respect to this Agreement will be brought in a state or federal court in the State of New Jersey, which shall be the exclusive jurisdiction for all legal matters and any appeals; and ii) irrevocably waives any objection that it may have now or later to the laying of venue of any of the aforesaid actions or proceedings in a location in the State of New Jersey.

If any term of this Agreement or its application to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement and/or the application of terms or provisions other than those that are found to be invalid or unenforceable, shall not be affected, and this Agreement shall be valid, binding, and enforceable to the fullest extent permitted by law.

Effective Date: July 1, 2017



67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 090180574
Date: June 14, 2018

SCHEDULE OF CHARGES & HOURLY RATES

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates. These rates are effective July 1, 2017, but may be modified thereafter by PS&S at six-month intervals.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

<u>Billable Hourly Rate</u>	<u>Title</u>
\$ 240	Principal, SVP, VP, Principal LSRP
\$ 215	Sr. Director, Sr. Project (Manager, Engineer, Architect, Planner, Designer, Scientist, or LSRP)
\$ 195	Director, Project (Engineer, Architect, Planner, Designer, Scientist, or LSRP), Project Manager II
\$ 180	Sr. (Engineer, Architect, Planner, Designer, Scientist, Surveyor or LSRP), Project Manager I
\$ 160	Engineer IV, Architect IV, Planner IV, Designer VI, Scientist VI, LSRP
\$ 150	Engineer III, Architect III, Planner III, Designer V, Scientist V, Project Controls III
\$ 140	Surveyor III, Inspector III
\$ 135	Engineer II, Architect II, Planner II, Designer IV, Scientist IV
\$ 125	Engineer I, Architect I, Planner I, Designer III, Scientist III, CAD Technician III, Project Controls II
\$ 115	Surveyor II, Inspector II
\$ 110	Designer II, Scientist II, Cad Technician II
\$ 105	Designer I, Scientist I, Cad Technician I
\$ 95	Project Controls I
\$ 90	Surveyor I, Inspector I
\$ 75	Technician I
When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):	
\$ 225	2-person crew
\$ 295	3-person crew

2. LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) CONDITIONS

When work performed by PS&S includes the services of an Licensed Site Remediation Professional ("LSRP"), the LSRP will use his or her professional judgment to make recommendations as to actions required based upon the LSRP's review of the applicable statutes, regulations and guidance documents. The Client acknowledges that the LSRP's recommendations or issuance of any Response Action Outcome ("RAO") shall not constitute: (i) any acceptance of liability on behalf of PS&S or any LSRP employed by PS&S; (ii) any form of guarantee, indemnity or insurance for any legal liability or obligation of the Client. Further, the Client acknowledges that when PS&S's services hereunder entail the use of professional judgment, PS&S is not providing any guarantee that any other professional reviewing PS&S's work hereunder will not offer different recommendations or reach different conclusions based on that professional's use of his or her judgment. The Client acknowledges that PS&S is not responsible to the Client or any third-party for costs resulting from a different recommendation or different conclusion rendered by another party.

Under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRRA"), the New Jersey Department of Environmental Protection (NJDEP) can audit and review an RAO and the Site Remediation Professional Board can review work performed by an LSRP. Further, an RAO can be invalidated if NJDEP determines that the RAO is not protective of human health and the environment. Neither PS&S nor the LSRP shall be held responsible for the invalidation of the RAO, and any services which might be required due to any such invalidation shall be considered an Additional Service.

The State has established mandatory and regulatory time frames to complete certain remediation requirements. If these time frames are not met, fines and potential NJDEP direct oversight could be imposed upon the Client. To the extent provided for in the scope of work, PS&S will advise the Client of deadlines and actions necessary to fulfill the requirements of such time frames. The Client acknowledges that PS&S's provision of such advice will not and does not shift responsibility for compliance with such time frames to PS&S. Further, if the Client delays in approving and proceeding with the recommendations of PS&S's LSRP in meeting these time frames or the Client delays in payment of services rendered by PS&S, which results in a delay to the progress of the project, the Client agrees that PS&S will not be held responsible or liable for any fees, fines, or financial impacts incurred as a result of NJDEP's direct oversight, fines, and fees.

Furthermore, the Client acknowledges that in the context of supporting any conclusions or recommendations made to any third-party or governmental entity, PS&S may be required to release or otherwise publish: data from tests performed on samples taken from the project location; physical observations of the project location; or other technical information obtained by PS&S regarding the physical conditions of the project location, including but not limited to, submissions made by PS&S's LSRP in connection with a project. Client expressly acknowledges that under SRRRA, if the LSRP identifies a condition at the Site that, in the professional judgment of the LSRP, is an Immediate Environmental Concern ("IEC") (as defined in the SRRRA), the LSRP is obligated to so advise the Client and to call the NJDEP's telephone hotline to advise the NJDEP of such IEC.



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: llepore@westorange.org

LEONARD R. LEPORE

Director/Municipal Engineer

May 3, 2018

Gary Musciano, RA
Herbst-Musciano LLC
611 Main Street
Boonton, New Jersey 07005

RE: **REQUEST FOR PROPOSALS**
ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING
DESIGN SERVICES
WEST ORANGE PUBLIC LIBRARY

Dear Mr. Musciano:

The Township of West Orange requests proposals from professional firms capable of providing architectural, mechanical, electrical and plumbing design services for improvements to the West Orange Public Library, 46 Mt. Pleasant Avenue. Attached please find an outline of the required minimum improvements at the Library. Your proposal shall include professional services to prepare design plans, specifications and bid documents; construction cost estimates; bidding period services including bid analysis, construction inspection and contract management and administration. The latter will include approval of shop drawings and equipment details, payment review and payment approval. It also includes periodic inspections and attendance at project meetings.

The improvements were developed from a facility needs assessment of the Library performed in October 2015 by the architectural firm of Arcari & Iovino Architects PC, Little Ferry, New Jersey 07643. A copy of the report is attached.

The renovation for design, specifications and bid documents and construction phase services shall be in three separate packages: 1. For the roof and other exterior improvements, 2. The new roof top HVAC system and 3. All other described improvements.

A report is being prepared by Garden State Environmental of Glen Rock, New Jersey which will identify asbestos containing materials in the Library. It will also provide information on the impact of the renovations on these materials and how the presence of asbestos containing materials should be addressed during renovations. When completed, you will be provided a copy of the report.

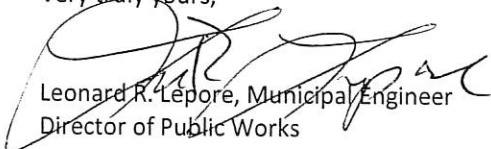
The Proposal is due by 3:30 P.M. Friday, June 1, 2018, and it shall be submitted to Leonard R. Lepore, P.E., Municipal Engineer, Director of Public Works, 25 Lakeside Avenue, West Orange, New Jersey 07052. The fee for both the design and bid phase, including construction cost estimates and the construction inspection management and administration phase shall be a not to exceed lump sum price. The former shall also include 20 sets of plans specifications and bid documents for each bid package. The deadline will be extended if the report of Garden State Environmental cannot be provided to you at least one week before the proposal due date.

AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org

To arrange to inspect the Library please contact Assistant Director Nick Salese at nsalese@westorange.org or on his cell (973) 725-7456.

Very truly yours,



Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John Gross
Nick Salese
Lou Reynolds
David Cubie

file: request for proposal west orange library

RESOLUTION

WHEREAS, the Township of West Orange requested proposals from five (5) architectural firms to provide professional services for improvements and upgrades to the West Orange Public Library at 46 Mt. Pleasant Avenue; and

WHEREAS, the services of an architectural and engineering firm are required to provide the necessary upgrades to the Public Library; and

WHEREAS, Herbst Musciano of Boonton, New Jersey, The Musial Group Architecture of Mountainside, New Jersey and PS&S of Warren, New Jersey responded to the Request for Proposal; and

WHEREAS, all three firms were responsive to the Township's Request for Proposal; and

WHEREAS, Herbst Musciano, of Boonton, New Jersey submitted a proposal dated June 13, 2018 to provide professional services for improvements and upgrades to the West Orange Library for a fee not to exceed \$74,142.00.; and

WHEREAS, the fee proposal of Herbst Musciano was less than the fee proposals of the Musial Group Architecture, \$96,250.00 and PS&S, \$97,900.00; and

WHEREAS, the proposal of Herbst Musciano is acceptable to the Municipal Engineer; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services Contract with Herbst Musciano, 611 Main Street, Second Floor, Boonton, New Jersey 07005 to

provide architectural, mechanical, electrical and plumbing design services for the project known as the Improvements and Renovations to the West Orange Public Library for a fee not to exceed \$74,142.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

KAREN CARNEVALE, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: June 26, 2018

I hereby certify funds are available from: ACCOUNT NO. 03-2487-16-0020-010
LIBRARY RENOVATIONS

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
Partners for Health Inc. On Prem 50/50	July 17, 2018	25 Prospect Avenue	7506
Fathers Club Seton Hall Prep Off Prem Merch	November 20, 2018	120 Northfield Avenue	7507
Garden Academy Inc Off Prem Merch	December 14, 2018	627 Mount Pleasant Ave	7508

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: June 26, 2018

RESOLUTION

WHEREAS, an application has been submitted by the Township of West Orange Recreation Department, which wishes to sponsor the Township's annual Fourth of July fireworks exhibition at Degnan Field/West Orange High School on July 4, 2018 (Rain Date: July 7, 2018); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Pyro Engineering, Inc., of 999 South Oyster Bay Road, Suite 111, Bethpage, NY 11714, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Official;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange Recreation Department be and is hereby granted permission to conduct a firework display on July 4, 2018 (Rain Date: July 7, 2018); subject to the directives of the Fire Official and Police Chief, or their designees; and

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute any documents between the Township of West Orange and Pyro Engineering, Inc. necessary to formally retain for the Fourth of July fireworks exhibition.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: June 26, 2018

**CURTIS AVENUE AND GARFIELD AVENUE
ROAD AND DRAINAGE IMPROVEMENTS**

1.	A & J CONTRACTORS GROUP, INC. 105 FEDERAL ROAD MONROE TOWNSHIP, NEW JERSEY 08831	BASE BID SUPPLEMENTAL TOTAL	\$661,454.00 <u>\$ 33,452.00</u> \$694,906.00
2.	D.L.S. CONTRACTING 271 HIGHWAY 45 WEST, SUITE D-205 FAIRFIELD, NEW JERSEY 07004	BASE BID SUPPLEMENTAL TOTAL	\$694,756.00 <u>\$ 30,500.00</u> \$725,256.00
3.	REGGIO CONSTRUCTION, INC. 1575 WEST STREET FORT LEE, NEW JERSEY 07024	BASE BID SUPPLEMENTAL TOTAL	\$725,523.37 <u>\$ 45,523.50</u> \$771,046.87
4.	LANCHA CONSTRUCTION CORP. 3090 ENGLISHTOWN ROAD JAMESBURG, NEW JERSEY 08831	BASE BID SUPPLEMENTAL TOTAL	\$811,297.37 <u>\$ 0.00</u> \$811,297.37
5.	JO-MED CONTRACTING CORP. 300 SO. SECOND STREET ELIZABETH, NEW JERSEY	BASE BID SUPPLEMENTAL TOTAL	\$792,285.37 <u>\$ 46,600.00</u> \$838,885.37
6.	GRABOWSKI CONSTRUCTION 770 NORTHFIELD AVENUE WEST ORANGE, NEW JERSEY 07052	BASE BID SUPPLEMENTAL TOTAL	\$1,004,120.00 <u>\$ 48,750.00</u> \$1,052,870.00

**RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN
OWNERSHIP INTERESTS IN DGP URBAN RENEWAL, LLC
AND PRISM GREEN ASSOCIATES IV, LLC**

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*), the Township Council (the “**Township Council**”) of the Township of West Orange (the “**Township**”), acting by resolution, determined that Blocks 64, 66, 115, 116, 116.02 and portions of Blocks 89, 114 and 117 on the official tax map of the Township (the “**Downtown Redevelopment Area**”) constituted an “area in need of redevelopment” in accordance with *N.J.S.A. 40A:12A-6(b)*; and

WHEREAS, on February 9, 2003 the Township Council approved an Ordinance adopting a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Township and Prism Green Associates IV, LLC (“**Prism**”) entered into that certain Redevelopment Agreement dated as of December 20, 2006 with respect to the Downtown Redevelopment Area (as amended by letter agreements dated May 8, 2007, June 21, 2007, September 11, 2007 and October 27, 2009, and by that certain modification agreement dated August 8, 2014, the “**Initial Redevelopment Agreement**”); and

WHEREAS, on February 26, 2016, the Township entered into a modification agreement with Prism (the “**2016 Modification Agreement**”) which, among other things, removed Block 66, Lots 1, 5 and 7 (collectively, “**Edison Battery Factory**” or “**Phase 1**”) from the ambit of the Initial Redevelopment Agreement, and concurrently entered into a separate redevelopment agreement with DGP Urban Renewal, LLC dated February 26, 2016 with respect to the development of Edison Battery Factory (the “**DGP Agreement**”); and

WHEREAS, the Township and Prism subsequently entered into an amended and restated redevelopment agreement restating the Initial Redevelopment Agreement as modified by the 2016 Modification Agreement (collectively, the “**Prism Agreement**”); and

WHEREAS, DGP is wholly owned by DGP Edison, LLC, a Delaware limited liability company, and GF Edison, LLC, a Delaware limited liability company (the “**Greenfield Phase 1 Entity**”), holds a 32.5% interest in DGP Edison, LLC; and

WHEREAS, Greenfield Prism IV, LLC, a Delaware limited liability company (the “**Greenfield Phase 2 Entity**”) holds a 95% interest in Prism; and

WHEREAS, DGP and Prism have requested the consent of the Township for the Greenfield Phase 1 Entity and the Greenfield Phase 2 Entity to transfer their respective interests to Terra Viridi IV, LLC (“**Terra**”), a Delaware limited liability company the owners of which are Origami Opportunities Fund III, L.P. and Origami Opportunities Fund III Offshore Master, L.P.; and

WHEREAS, the Township wishes to evidence its consent to such transfer,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, New Jersey, as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. DGP TRANSFER AUTHORIZED

The Township hereby grants its consent to the transfer of the Greenfield Phase 1 Entity's interest in DGP Edison, LLC to Terra. Such consent is effective for all purposes of the DGP Agreement, the projects contemplated thereunder, and any agreements related to such projects as have been executed or may be executed from the Township from time to time. The Mayor is hereby authorized to execute any document necessary or desirable in consultation with counsel to evidence such consent.

III. PRISM TRANSFER AUTHORIZED

The Township hereby grants its consent to the transfer of the Greenfield Phase 2 Entity's interest in Prism to Terra. Such consent is effective for all purposes of the Prism Agreement, the projects contemplated thereunder, and any agreements related to such projects as have been executed or may be executed from the Township from time to time. The Mayor is hereby authorized to execute any document necessary or desirable in consultation with counsel to evidence such consent.

IV. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

V. AVAILABILITY OF THE RESOLUTION

A copy of this resolution shall be available for public inspection at the offices of the Township.

VI. **EFFECTIVE DATE**

This Resolution shall take effect upon final passage.

**Karen J. Carnevale, R.M.C.
Municipal Clerk**

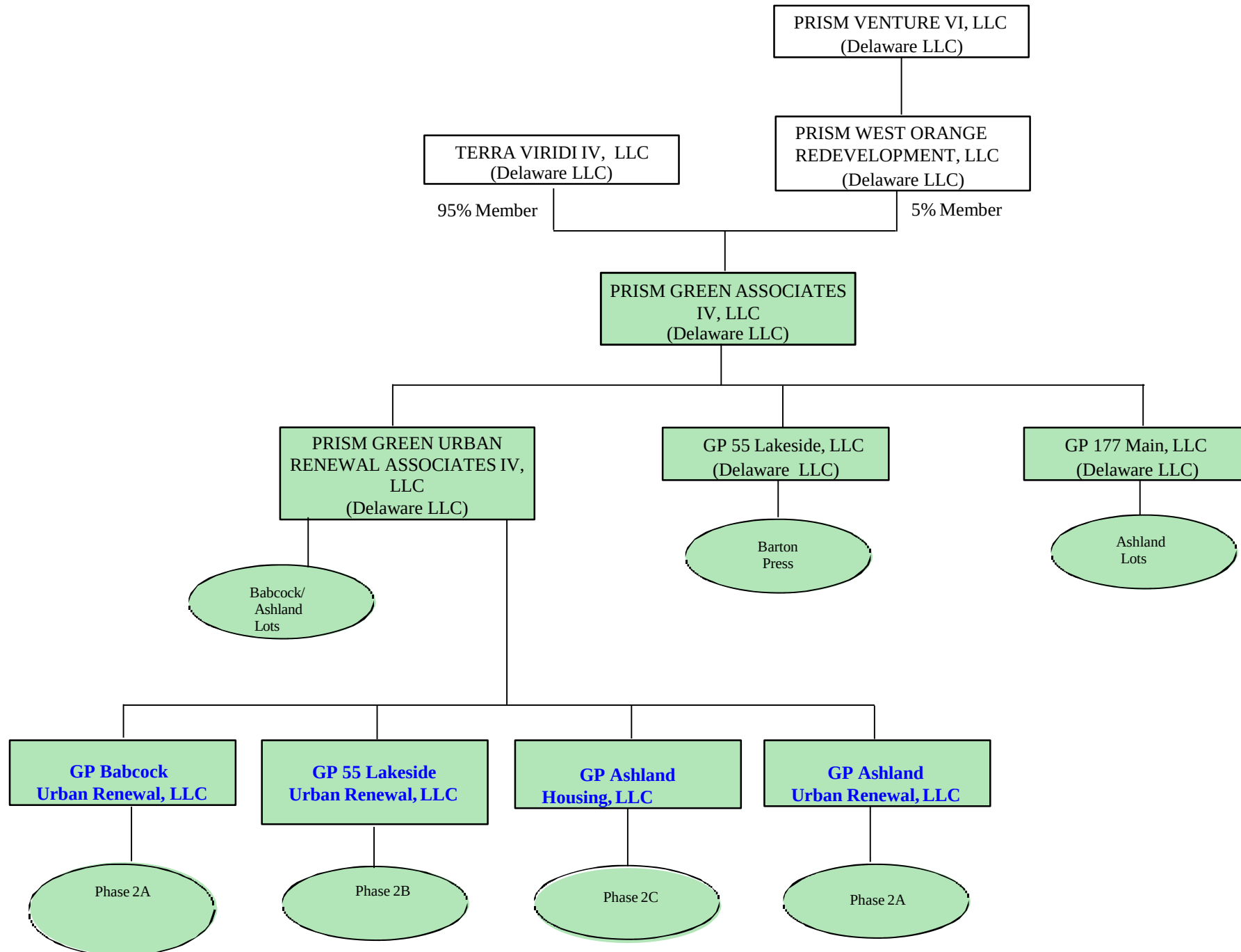
Susan McCartney, Council President

Adopted: June 26, 2018

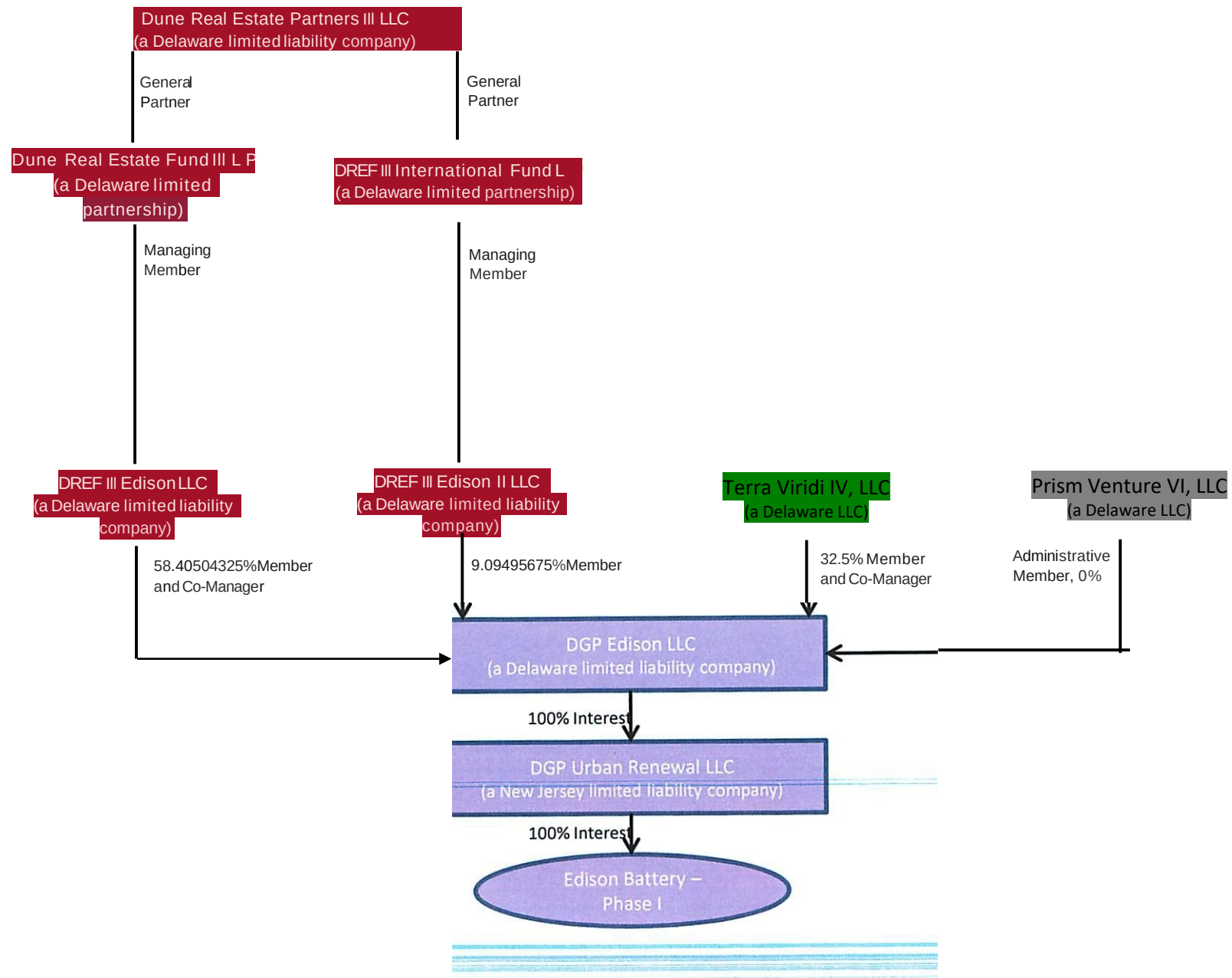
I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on June 26, 2018.

Karen J. Carnevale, RMC, Municipal Clerk

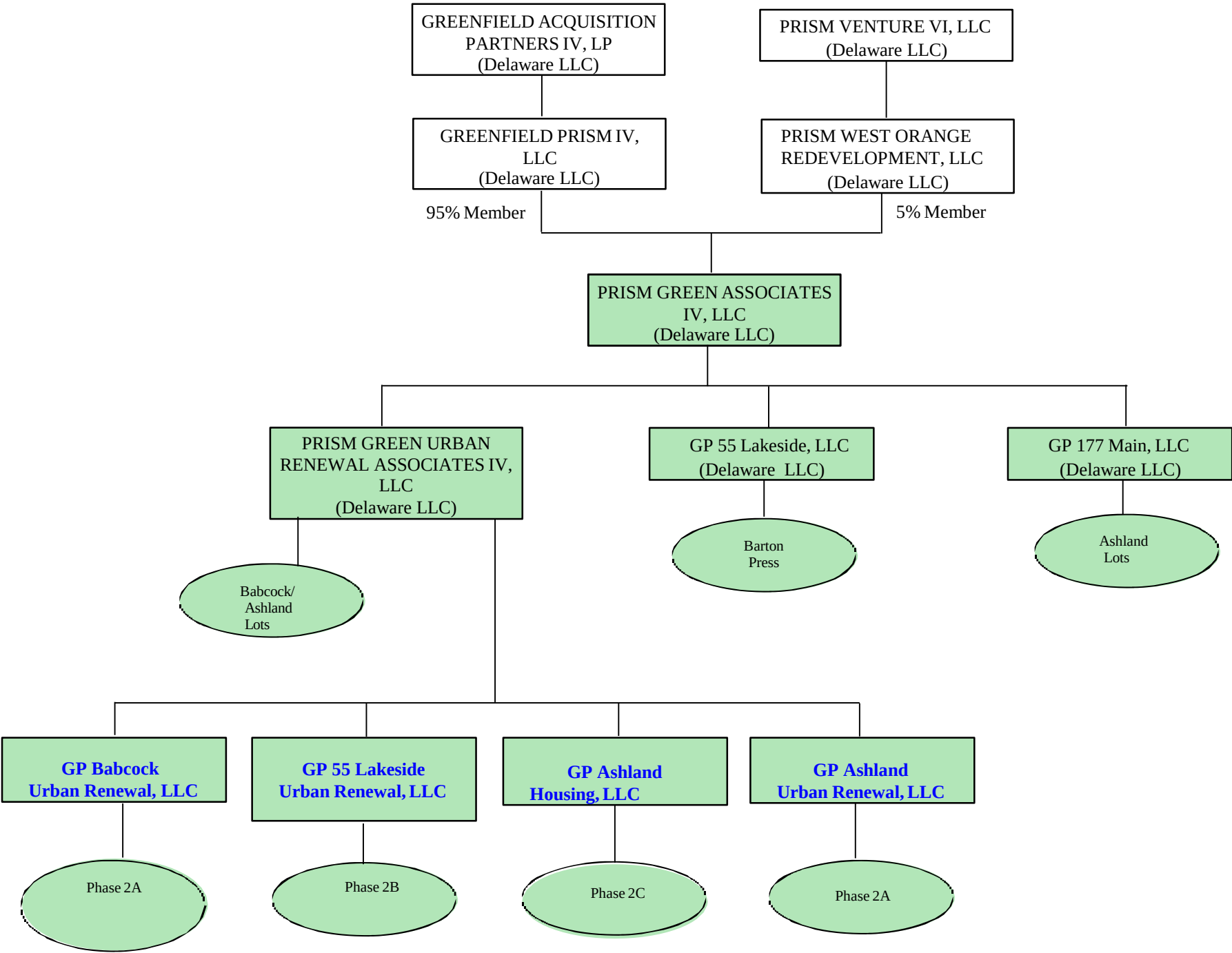
PRISM GREEN ASSOCIATES IV, LLC
WEST ORANGE, NJ



ORGANIZATIONAL CHART EDISON BATTERY

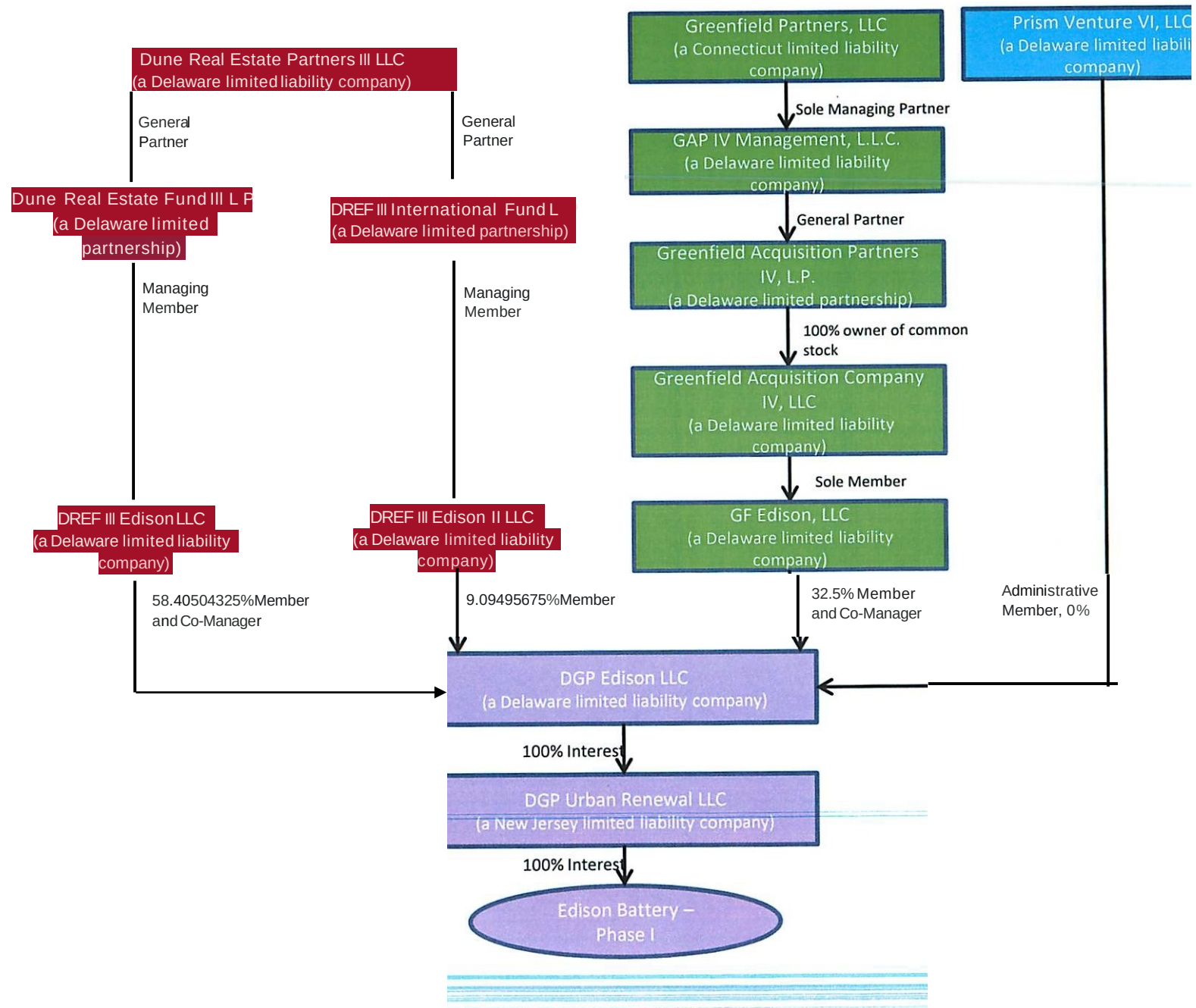


PRISM GREEN ASSOCIATES IV, LLC
WEST ORANGE, NJ



ORGANIZATIONAL CHART

EDISON BATTERY



**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
108 Roosevelt Avenue	1	Beginning 191 feet south of the southerly curbline of Elmwood Avenue extended to the westerly curbline of Roosevelt Avenue and extending 20 feet south.
52 Llewellyn Avenue	1	Beginning 43 feet west of the westerly curbline of Sayers Place extended and extending 19 feet west.
132 Watson Avenue	1	Beginning 109 feet south of the southerly curbline of Ridge Avenue extended and extending 20 feet south.
18 McKinley Avenue	1	On McKinley Place, beginning 50 feet north of the northerly curbline of McKinley Avenue and extending 18 feet north.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

INTRODUCED: June 12, 2018

ADOPTED: June 26, 2018

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 108 Roosevelt Avenue, 52 Llewellyn Avenue, 132 Watson Avenue, and 18 McKinley Avenue. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

**AN ORDINANCE AMENDING CHAPTER 20, SECTIONS 4.2 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Exceptions to Obstruction of Streets and Sidewalks)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 20 of the Revised General Ordinances of the
Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code provision prohibiting obstructions on the streets and sidewalk to change the exception language as to sports apparatuses such as basketball backboards, hockey nets, volleyball nets, and other recreation equipment to remove some of the limiting language related to these types of apparatuses.

**II. CHAPTER 20, SECTION 4.2 SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

20-4.2 Exceptions.

This section shall not apply as follows:

- a. Where the obstruction is caused by the loading or unloading, in the ordinary course, of goods, wares or merchandise to and from vehicles in such a manner as to cause a minimum of obstruction which is necessary and unavoidable.
- b. Receptacles for garbage or refuse lawfully placed on or in sidewalk or street areas for collection.
- c. Space within three (3) feet of the front line of any building, dwelling, house or shop if such space is appropriated or used by the occupant or owner thereof.
- d. Any "outdoor sale" approved or permitted pursuant to Chapter XXV, Land Use Regulations, of the Revised General Ordinances of West Orange.
- e. On any street lawfully closed for a block party or similar governmentally sanctioned social event.
- f. Apparatus such as basketball backboards, hockey nets, volleyball nets, and similar recreational equipment shall be portable; and shall not be permanently placed on or immediately contiguous to a street or sidewalk unless it is permanently affixed entirely onto the apparatus owner's real property and not onto any public right of ways or easements. Additionally, the described apparatus shall not be left unattended in a roadway or on a sidewalk at any time when not in use and must be equipped with reflectors or similar warning devices to facilitate recognition. The recreational apparatus shall not be utilized after dusk 9:00 p.m., nor before 7:30 a.m. prevailing time. Notwithstanding the foregoing, no apparatus shall be permitted to hang over a roadway so as to interfere with

the safe passage of buses or similar high clearance vehicles and no apparatus shall be permitted to hang over a sidewalk so as to interfere with the ability of pedestrians to utilize the sidewalk.

- g. Citizens assume all risk and liability when utilizing portable recreational apparatus on or immediately adjacent to any roadway

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY,
COUNCIL PRESIDENT**

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

INTRODUCED: June 26, 2018

ADOPTED: July 17, 2018

Legislative History

This ordinance is drafted to revise the municipal code provision prohibiting obstructions on the streets and sidewalk to change the exception language as to sports apparatuses such as basketball backboards, hockey nets, volleyball nets, and other recreation equipment to remove some of the limiting language related to these types of apparatuses.

4845-4126-1674, v. 1

**TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
WEST ORANGE ABC BOARD**

RESOLUTION

WHEREAS, an Application has been filed by Huguitos Bar and Restaurant LLC, 19 White Street, West Orange, NJ, for renewal of its Plenary Retail Consumption License # 0722-33-024-005, for the period **July 1, 2018 through June 30, 2019**, the Application submitted to the Township Clerk and in compliance with New Jersey State Laws regulating the sale, consumption, and distribution of alcoholic beverages; and

WHEREAS, in May, 2018, following an ABC inspection, numerous ABC violations were observed and recommendations made for certain ABC violation charges to be brought against the Licensee, including, but not limited to, failure to provide a copy of the most recent full application and/or current renewal application, having an incomplete employee list, failure to have true book or books of account available on the licensed premises, failure to produce same within seven business days of demand, employee hindering an investigation, lease out of the License, and non-payment of required taxes, or failure of proof of payment of same, such charges currently pending; and

WHEREAS, in February, 2009, notices of alcoholic beverage control charges, including seven separate allegations of violation of *N.J.A.C. 13:2-23.6*, prohibiting immoral activities, disturbance and nuisance on the premises, and two separate allegations of violation of *N.J.A.C. 13:2-23.1(b)*, prohibiting the sale of alcoholic beverages to intoxicated persons, were brought by the Township of West Orange against Huguitos Bar and Restaurant, LLC, License # 0722-33-024-005, and properly served upon that Licensee; and

WHEREAS, the Township and the Licensee, each represented by counsel, in order to avoid the time and expense of a hearing on the charges, came to a mutually satisfactory agreement to resolve all of the charges; and

WHEREAS, the Township Council of the Township of West Orange, sitting as and constituting the Township's ABC Board, at its regular meeting held on the evening of March 24, 2009, having pursuant to the aforesaid agreement accepted a plea of non-vult to Count III of the ABC charges brought against the Licensee on February 18, 2009, alleging violation of *N.J.A.C. 13:2-23.6*, Prohibition Against Immoral Activities, Disturbance, and Nuisance on Premises, specifically that "The Licensee has violated *N.J.A.C. 13:2-23.6*, in that it has repeatedly and over a period of more than a year, allowed, permitted, or suffered in or upon the licensed premises brawls, acts of violence, disturbances and/or unnecessary noise, requiring many calls to and interventions by the West Orange Police Department, and numerous charges against the licensed premises, including, but not limited to, incidents and charges of such conduct occurring on September 8, 2007, May 7, 2008, May 18, 2008, June 22, 2008, August 17, 2008, August 28, 2008, and November 23, 2008, such that the operation of this licensed premises has been a nuisance."; and

WHEREAS, in exchange for the non-vult plea of the Licensee, the agreement provided for a 10 day suspension of the license, 5 days to be held in abeyance for a period of one year and to be served in the event of a liquor license violation within that one year period of time, 5 days to be served commencing on a Sunday, and the voluntary restrictions in place since September,

2008, are to be continued as follows: Sunday through Wednesday last call at 12:30 a.m., closing at 1:00 a.m., and Thursday, Friday and Saturday last call at 1:00 a.m., and closing by 2:00 a.m., no patrons admitted to the premises after 12:30 a.m., on Sunday through Wednesday, and no patrons admitted to the premises after 1:00 a.m., on Thursday, Friday and Saturday, the additional security to be continued, one officer on Thursday and two on Friday and Saturday, all of those voluntary restrictions to be revisited in connection with the licensee's renewal for the 2009/2010 license year in June, 2009, when the West Orange ABC Board can consider whether or not special conditions should be imposed with renewal of the license; and

WHEREAS, the Licensee, the West Orange Police Department and the municipal ABC Board came to an agreement with respect to Special Conditions to be imposed for the 2009 to 2010 License year; and

WHEREAS, the Licensee requested that the requirement for one security personnel being present on Thursday nights be deleted because there is so little business on Thursday nights and the Police Department reporting that in view of the lack of significant incidents over the past year at the licensed premises and the existing 90-day review period, it had no objection to this requested change which was made at the time of License renewal for the 2010 to 2011 License year; and

WHEREAS, the Licensee was notified by certified mail, return receipt requested, of the ABC Board's intention to continue the same Special Conditions for the 2012 to 2013 License Term, and was provided with an opportunity to object and be heard with respect to the Special Conditions to be imposed, and notified the ABC Board by letter dated June 6, 2012, from counsel for the Licensee, that the Licensee requested the Special Conditions to be amended to include that the Licensee shall have last call Monday through Wednesday at 12:30 a.m., with no patrons to be admitted to the premises after 12:30 a.m., and closing at 1:00 a.m., and shall have last call Thursday through Sunday at 1:00 a.m., with no patrons to be admitted to the premises after 1:00 a.m., and closing at 2:00 a.m., requesting a hearing with respect to said request; and

WHEREAS, the West Orange Police Department had reviewed its records with respect to this Licensee over the 2011 to 2012 license year and agreed that its records supported a modification of the Special Conditions consistent with the request of the Licensee; and

WHEREAS, the ABC Board then approved renewal of the License for the 2012 – 2013 License Term as follows;

- A. The Licensee shall have last call on Monday through Wednesday at 12:30 a.m., no patrons to be admitted to the premises after 12:30 a.m., closing at 1:00 a.m.;
- B. The Licensee shall have last call on Thursday through Sunday at 1:00 a.m., no patrons to be admitted to the premises after 1:00 a.m., and closing at 2:00 a.m.;
- C. The Licensee shall provide at least two security officers on Friday and Saturday evenings until closing on each of those nights;
- D. The Licensee shall provide at least two security video cameras outside the premises, one covering the Ashland Avenue side of the building and the other the White Street side of the building, and at least two security video cameras inside the premises, one covering the entire bar area and the other covering the back room, all security video cameras to be properly maintained, kept in proper working order and the video disks or tapes kept for 30 days before being recycled;

- E. Members of the West Orange Police Department shall periodically monitor the security system in place at the Licensed premises including all security video cameras, personnel and deployment of all of them, and the Licensee shall work with the Police Department to maintain and, as necessary or advisable, improve security in and outside the Licensed premises to address and remedy alcohol consumption related problems;
- F. All of the above Special Conditions shall be subject to review by the Board every ninety (90) days, and in the event there are incidents implicating the purpose of the ABC regulatory scheme to protect the health, safety and welfare of the people of the State of New Jersey, and the fostering of moderate and responsible use and consumption of alcoholic beverages, then, subject to the Licensee's right to be heard at a public hearing, the Board may adjust the Special Conditions without the need to wait for the next license renewal; and

WHEREAS, by letter dated June 18, 2018, sent by the Municipal Clerk that day to the Licensee via certified mail, registered return receipt, and to the Licensee's counsel via e-mail advising all of the ABC Board's intention to impose the same Special Conditions upon renewal of the License for the **2018-2019** License Term, modifying the language in Special Condition D., and offering a formal hearing in the event the Licensee had any objection to such Special Conditions; and

WHEREAS, the Licensee has by its inaction consented to the same Special Conditions upon renewal together with the proposed modification of the language in Special Condition D.; and

WHEREAS, the ABC Commissioner for the State of New Jersey has advised that the Special Condition set forth in paragraph F., above, exceeds the Township's lawful discretion; and

WHEREAS, the Township has never actually imposed or modified a Special Condition at times other than expressly permitted by statute;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE serving as the Township Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee, Huguitos Bar and Restaurant, LLC, bearing License # 0722-33-024-005, for the **2018-2019** licensing term for the premises at 19 White Street, subject to the following Special Conditions pursuant to *N.J.S.A. 33:1-32*:

- A. The Licensee shall have last call on Monday through Wednesday at 12:30 a.m., no patrons to be admitted to the premises after 12:30 a.m., closing at 1:00 a.m.;
- B. The Licensee shall have last call on Thursday through Sunday at 1:00 a.m., no patrons to be admitted to the premises after 1:00 a.m., and closing at 2:00 a.m.;
- C. The Licensee shall provide at least two security officers on Friday and Saturday evenings until closing on each of those nights;
- D. The Licensee shall provide at least two security video cameras outside the premises, one covering the Ashland Avenue side of the building and the other the

White Street side of the building, and at least two security video cameras inside the premises, one covering the entire bar area and the other covering the back room, all security video cameras to be operating during all hours when the Licensed Premises is open for business, to be properly maintained, kept in proper working order and the video disks or tapes kept and made available to the West Orange Police Department upon request for at least thirty (30) days following the date of recording and before being recycled;

- E. Members of the West Orange Police Department shall periodically monitor the security system in place at the Licensed premises including all security video cameras, personnel and deployment of all of them, and the Licensee shall work with the Police Department to maintain and, as necessary or advisable, improve security in and outside the Licensed premises to address and remedy alcohol consumption related problems;

AND BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey and shall be maintained in the Township's permanent Alcoholic Beverage Control records, and that the Director is, and hereby is, respectfully requested to grant his approval to the foregoing Special Conditions as required by statute, and to communicate that approval to the Township of West Orange, which approval shall then also be maintained in the Township's permanent ABC records;

The above Resolution was passed by the Township Council of the Township of West Orange sitting and serving as the West Orange Board of Alcoholic Beverage Control at their regular meeting held on **June 26, 2018**.

Susan McCartney, Council President
and ABC Board Chairman

Karen J. Carnevale, Municipal Clerk
and Secretary to the ABC Board

Adopted: June 26, 2018

**TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
ALCOHOLIC BEVERAGE AND CONTROL BOARD**

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange serves as the Township of West Orange Board of Alcoholic Beverage Control; and

WHEREAS, an Application has been filed by Las Palmeras, Inc., t/a Las Palmeras Restaurant and Bar, 364 Valley Road, West Orange, NJ, for the renewal of its Plenary Retail Consumption License, bearing License #0722-33-045-005, for the License Period **July 1, 2018** through **June 30, 2019**; and

WHEREAS, the Licensee's application for renewal complies with the New Jersey State Laws regulating the sale, consumption, and distribution of alcoholic beverages; and

WHEREAS, the Licensee, in or about early June, 2016, resolved with the State of New Jersey at least ten (10) charges filed by the Office of the Attorney General, Department of Law and Public Safety, Division of Alcoholic Beverage Control, alleging that the Licensee had committed various and serious offenses during 2014, and seeking suspension of the license for 209 days, the resolution of which included payment of \$8,600 in lieu of a 72 day suspension, with 45 days held in abeyance for a period of 2 years, and the mitigating factor that the Township had imposed Special Conditions on this Licensee, including, but not limited to, the requirement to install and maintain a video security system, and the Township learning of such disposition shortly after the Licensee's License had been renewed for the 2016-2017 License term; and

WHEREAS, the Special Conditions existing on the Licensee for the current License Term are as follows"

1. The Licensee shall hire one off-duty WOPD Officer or private security guard at prevailing rates to provide for exterior security at the Licensed Premises on Friday, Saturday and Sunday nights from 9:30 p.m., to 1:30 a.m.;
2. The Licensee shall hire a licensed security company to provide security for the interior of the Licensed Premises on Friday, Saturday and Sunday nights from 9:30 p.m., to 1:30 a.m.;
3. The Licensee shall install and maintain a video surveillance system to cover the interior of the Licensed Premises, including the bar area, the front and back entrances and exits and the front sidewalk area on Valley Road, which surveillance system shall be maintained in good working order and operating during all hours when the Licensed Premises is open for business, and recordings shall be kept and made available to the West Orange Police Department upon request for at least thirty (30) days following the date of recording, and the Licensee shall

cooperate with the West Orange Police Department in the implementation and maintenance of this video surveillance system; and that

4. The Licensee, every day it is open, shall close its doors to new customers at 12:30 a.m., shall cease the sale of alcoholic beverages at 1:00 a.m., and all customers shall be off the premise by 1:30 a.m.; and

WHEREAS, new ABC charges were brought by the Township against this Licensee in February, 2017, as follows: On or about November 27, 2016, at or about 11:20 p.m., in the Township of West Orange, County of Essex and State of New Jersey, at and about the Licensed premises of the Licensee located at 364 Valley Road, West Orange, New Jersey, the Licensee did conduct the premises so as to allow, permit or suffer in, upon and about that premises, an act of violence and disturbance, specifically a patron shoving and throwing a bottle at another patron, who was highly intoxicated, and causing a laceration above the victim's left eye, in violation *N.J.A.C. 13:2-23.6(a)2*, and the Licensee has violated *N.J.A.C. 13:2-23.6(b)*, in that it has repeatedly and over a period of at least the past three years allowed, permitted, or suffered in or upon the licensed premises assaults, acts of violence and/or disturbances, including, but not limited to seventeen incidents requiring police intervention in or about the year 2014, adversely affecting public safety or the rights of the public, to which a non-vult plea was entered and disposition made on June 1, 2016, by the State of New Jersey, Department of Law and Public Safety, Division of Alcoholic Beverage Control, Trans. No. R42991, as well as fifteen incidents of affrays, two incidents of aggravated assault, an incident of strong arm robbery, urinating in public, disorderly conduct, and ten noise complaints, all occurring in 2015, as well as twenty-one incidents of affrays, four incidents of simple assault, an aggravated assault, assault with a weapon, fighting, strong arm robbery, disorderly conduct, theft and noise complaints in 2016, all contrary to the public health, safety and welfare, requiring many calls to and interventions by the West Orange Police Department, such that the operation of this licensed premises has become, and its operation is, a nuisance, the Licensee unable to maintain control of its patrons and its licensed and surrounding premises; and

WHEREAS, counsel for the Licensee has advised that the Licensee employed a new Co-Manager in February, 2017, and has voluntarily self-imposed certain time constraints on its operation since that time, which are greater constraints than the currently existing Special Conditions, in an effort to eliminate the incidents which have given rise to the pending and earlier ABC charges and Special Conditions during the past several years; and

WHEREAS, the West Orange Township ABC Board and the Licensee have agreed with respect to said pending charges to proceed as follows:

The Township ABC Board shall adjourn the hearing on the pending ABC charges for a period of 90 days, from the currently scheduled June 27, 2017, to the second regular Council Meeting in September, or first such meeting in October, 2017, and shall then determine based upon the Licensee's operation in the interim whether there is a need to go forward with prosecution of those charges, or to forego them in view of the Licensee's improved and acceptable operation during 2017; and

The Licensee agrees to continue its to date self-imposed modifications to the previously imposed Special Condition no. 4, closing its doors to new customers at 12:00 a.m., rather than 12:30 a.m., ceasing the sale of alcoholic beverages at 12:15 a.m., rather than at 1:00 a.m., and having all customers off the premises by 1:00 a.m., instead of at 1:30 a.m., all of those limitations applicable every day the Licensee is open; and

The Licensee understands and acknowledges that Special Conditions 1 and 2, previously imposed and to continue for the 2017-2018 License Term, contemplate that any security company and security guard, or officer, shall be licensed and registered pursuant to the "Security Officer Registration Act" ("SORA"), *N.J.Stat. §45:19A-1, et seq.*, the terms "security guard" and "security officer" meaning the same thing, and, if not already in full compliance with "SORA", full compliance shall be achieved within sixty (60) days of enactment of this Resolution; and

WHEREAS, the purpose of the ABC regulatory scheme is to protect the health, safety and welfare of the people of the State of New Jersey, and the fostering of moderate and responsible use and consumption of alcoholic beverages, and the proposed special conditions being logically related to the regulatory scheme and being reasonable efforts to promote the purposes of that scheme;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, serving as the Township's Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee bearing License #0722-33-045-005, for the 2017 - 2018 Licensing term, said renewal being subject to the following Special Conditions pursuant to *N.J.S.A. 33:1-32*, all of which Special Conditions having been found by the Board to be necessary and proper to accomplish the objects of Title 33 and secure compliance with its provisions, and submitted promptly for approval by the Director of the Division of Alcoholic Beverage Control in accordance with law:

1. The Licensee shall hire one off-duty WOPD Officer or private security guard at prevailing rates to provide for exterior security at the Licensed Premises on Friday, Saturday and Sunday nights from 9:30 p.m., to 1:30 a.m.;
2. The Licensee shall hire a licensed security company to provide security for the interior of the Licensed Premises on Friday, Saturday and Sunday nights from 9:30 p.m., to closing at 1:00 a.m.;
3. The Licensee shall install and maintain a video surveillance system to cover the interior of the Licensed Premises, including the bar area, the front and back entrances and exits and the front sidewalk area on Valley Road, which surveillance system shall be maintained in good working order and operating during all hours when the Licensed Premises is open for business, and recordings shall be kept and made available to the West Orange Police Department upon request for at least thirty (30) days following the date of recording, and the Licensee shall

cooperate with the West Orange Police Department in the implementation and maintenance of this video surveillance system; and that

4. The Licensee, every day it is open, shall close its doors to new customers at 12:00 a.m., shall cease the sale of alcoholic beverages at 12:15 a.m., and all customers shall be off the premises by 1:00 a.m.; and

AND BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey for the Director's approval before implementation and for that Division's records, and shall be maintained in the Township's permanent Alcoholic Beverage Control records.

The above Resolution was passed by the Township Council of the Township of West Orange serving as the West Orange Board of Alcoholic Beverage Control at the Board's regular meeting held on **June 26, 2018**.

**Susan McCartney, Council President and
ABC Board Chairman**

**Karen J. Carnevale, Municipal Clerk/
Secretary to the ABC Board**

Adopted: June 26, 2018

RESOLUTION

WHEREAS, Dharti, Inc., West Orange, NJ, is the current holder of Plenary Retail Distribution License No. 0722-44-023-003, of the Township of West Orange; and

WHEREAS, application has been made for a person to person transfer of the above-mentioned license from Dharti, Inc. to Viralbhai V. Patel, 71 First Avenue, Secaucus, NJ 07094, Brink Liquors, Inc., t/a Brinks Wines & Liquors, 37-39 Harrison Avenue, West Orange, NJ 07052; and

WHEREAS, the principals of the applicant have been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license having been found and the transfer having been recommended for approval; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on March 28, 2018 and April 5, 2018, and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person transfer on June 26, 2018, and no one appeared in opposition thereto;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person transfer of Plenary Retail Distribution License No. 0722-44-023-003, from Dharti, Inc. to Viralbhai V. Patel, 71 First Avenue, Secaucus, NJ 07094, Brink Liquors, Inc., t/a Brinks Wines & Liquors, 37-39 Harrison Avenue, West Orange, NJ 07052.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

SUSAN McCARTNEY
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: June 26, 2018

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2018-2019** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **June 26, 2018** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2018-2019** license term:

0722-33-031-007 Anchor Restaurant, LLC t/a Anchor Restaurant

KAREN J. CARNEVALE, RMC
ABC Board Secretary

SUSAN McCARTNEY
Council President/ABC Board member

Adopted: June 26, 2018

**TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
WEST ORANGE ABC BOARD
RESOLUTION**

WHEREAS, the Township Council of the Township of West Orange serves as the Township of West Orange Board of Alcoholic Beverage Control; and

WHEREAS, an Application has been filed by Harrison Avenue Tavern, Inc., t/a Harrison Avenue Tavern, 36 Harrison Avenue, West Orange, New Jersey 07052, for renewal of its Plenary Retail Consumption License # 0722-33-058-006, for the period **July 1, 2018 through June 30, 2019**, the Application submitted to the Township Clerk and in compliance with New Jersey State Laws regulating the sale, consumption, and distribution of alcoholic beverages; and

WHEREAS, on January 6, 2009, the Licensee represented by counsel and after a public hearing at which there was no opposition, the Township Council of the Township of West Orange sitting as the West Orange Board of Alcoholic Beverage Control, adopted Resolution #421, authorizing the Extension of Licensed Premises and Place to Place transfer for the Harrison Avenue Tavern; and

WHEREAS, the area covered by the expansion of the licensed premises is in the parking lot immediately adjacent to the rear door of the main licensed establishment, is encircled by a portable fence which is covered to prevent the public from viewing the interior portion where the outside bar is located, and that area had been used since 2001 as an area for outdoor dining with a café permit; and

WHEREAS, in forwarding the application for extension or expansion of the licensed premises, the Police Department noted that it was the first found in the Township to include an open area in a parking lot and that while calls for service had been minimal or non-existent, the area proposed for the expansion was contiguous to a residential area; and

WHEREAS, there had been numerous calls for service and complaints to Council members from the residential neighbors due to noise coming from the outdoor bar from both music and customer voices, the number of such complaints totaling 28 in the Spring of 2011; and

WHEREAS, the ABC Board has had considerable problems with noise and quality of life issues with other ABC Licensees adjoining residential neighborhoods in other areas of the Township and as the representatives of and conscience of the community has taken a more proactive approach as a result of such experiences; and

WHEREAS, with respect to its license renewal for the 2011-2012 License term, the Licensee was notified by certified mail, registered return receipt of the ABC Board's intention upon renewal for that License term to reconsider its approval of the expansion of the licensed premises, or in the alternative, to consider the imposition of Special Conditions to address the concerns of the residential neighborhood, and the Licensee having had the opportunity to be heard and through the assistance of counsel, the Township and the Licensee, in order to avoid the

time and expense of a formal hearing came to a voluntary agreement; and

WHEREAS, the Licensee, having installed additional noise reduction components on its outdoor premises in 2011-2012, and the Township having monitored the Licensed premises in order to ensure that the neighborhood residents have the peaceful and beneficial enjoyment of their properties while at the same time permitting the Licensee to reasonably conduct and profit from its business, and the number of noise complaints having lessened, but the noise issues not eliminated, the License having been renewed for each succeeding License period with the same Special Conditions; and

WHEREAS, by letter dated and sent via certified mail to the Licensee on or about **May 29, 2018**, the Licensee was notified of the Township ABC Board's intention to continue the same Special Condition upon renewal for the 2017-2018 License Term and offering a formal hearing in the event there was objection to same by the Licensee; and

WHEREAS, the underlying reasons for the Special Conditions previously imposed on this License have not changed and the Licensee has offered no objection to their continuation, nor made any request for their relaxation, and therefore by its inaction has consented to continuation of the same Special Conditions upon renewal;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE serving as the Township Board of Alcoholic Beverage Control, does hereby approve the renewal of the Plenary Retail Consumption License heretofore issued to the Licensee, Harrison Avenue Tavern, Inc., t/a Harrison Avenue Tavern, 36 Harrison Avenue, West Orange, New Jersey 07052, License # 0722-33-058-006, for the **2018-2019** licensing term, subject to the following Special Conditions pursuant to *N.J.S.A. 33:1-32*, to be imposed on the outdoor bar only:

- A. The Licensee shall have last call on Sunday at 7:30 p.m., closing at 8:00 p.m.; amplified music to cease at 8:00 p.m.; "amplified music" refers to the jukebox on the premises, the limit modifier (volume control) for which shall not at any time exceed 70 for Zone 3, the outside bar area.
- B. The Licensee shall have last call on Monday at 9:30 p.m., closing at 10:00 p.m.; amplified music to cease at 10:00 p.m.
- C. The Licensee shall have last call on Tuesday at 9:30 p.m., closing at 10:00 p.m.; amplified music to cease at 10:00 p.m.
- D. The Licensee shall have last call on Wednesday at 9:30 p.m., closing at 10:00 p.m.; amplified music to cease at 10:00 p.m.
- E. The Licensee shall have last call on Thursday at 10:30 p.m., closing at 11:00 p.m.; amplified music to cease at 11:00 p.m., all of the foregoing, A., B., C., D., and E., excepting holiday eves which fall on Sunday through Thursday, on which days last call shall be at 12:30 a.m., and closing at 1:00 a.m..
- F. The Licensee shall have last call on Friday (Saturday morning) at 12:30 a.m.,

closing at 1:00 a.m.; amplified music to cease at 1:00 a.m.

- G. The Licensee shall have last call on Saturday (Sunday morning) at 12:30 a.m., closing at 1:00 a.m.; amplified music to cease at 1:00 a.m.
- H. On all nights bartenders and servers shall periodically remind customers to moderate their voices to avoid disturbing the residents of the surrounding residential area and paying special attention to this condition after 10:00 p.m.
- I. Live entertainment shall be limited to Friday and Saturday nights and infrequent special occasions and shall also be limited to the hours between 5:00 p.m. and 10:30 p.m., except the St. Patrick's Day event when music may begin at Noon;

AND BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey and shall be maintained in the Township's permanent Alcoholic Beverage Control records, and that the Director is, and hereby is, respectfully requested to grant his approval to the foregoing Special Conditions as required by statute, and to communicate that approval to the Township of West Orange, which approval shall then also be maintained in the Township's permanent ABC records;

The above Resolution was passed by the Township Council of the Township of West Orange sitting and serving as the West Orange Board of Alcoholic Beverage Control at their regular meeting held on **June 26, 2018**.

Susan McCartney, Council President
and ABC Board Chairwoman

Karen J. Carnevale, Municipal Clerk
and Secretary to the ABC Board

Adopted: June 26, 2018

Approved as to form on the basis of the facts provided: