

1. Conference Meeting Agenda

Documents:

[CA 8.17.21.PDF](#)

2. Resolution(S)

2.I. Public Meeting Agenda

Documents:

[PM 8.17.21.PDF](#)

2.II. 165-21

Documents:

[165-21 AUTHORIZING AGREEMENT WITH THE POLICE ATHLETIC LEAGUE FOR RECREATIONAL PROGRAMS AND SOCIAL SERVICE PROGRAMS - 2021.PDF](#)

[165-21 EXHIBIT - AGREEMENT WITH THE POLICE ATHLETIC LEAGUE FOR SOCIAL AND RECREATION SERVICES - 2021.PDF](#)

2.III. 168-21

Documents:

[168-21 AUTHORIZING AGREEMENT WITH THE MOUNTAIN TOP LEAGUE FOR RECREATIONAL PROGRAMS AND YOUTH SPORTS PROGRAMS - 2021.PDF](#)

[168-21 MTL COMMUNITY SERVICE CONTRACT 2021.PDF](#)

2.IV. 170-21 PULLED

Documents:

[170-21 AUTHORIZING AGREEMENT WITH THE COMMUNITY HOUSE FOR RECREATIONAL PROGRAMS AND SOCIAL SERVICE PROGRAMS - 2021.PDF](#)

[170-21 COMMUNITY HOUSE CONTRACT - 2021.PDF](#)

2.V. 189-21

Documents:

[189-21 RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT - JOHN AREZZI.PDF](#)

[189-21 ATTACHMENT.PDF](#)

2.VI. 190-21

Documents:

[190-21 RESOLUTION - RETENTION OF LENTZ GENGARO FOR](#)

[ACQUSITION OF 94.55 ACRES CRESTMONT.PDF](#)

2.VII. 191-21

Documents:

[191-21 APPOINTMENT OF DEPUTY CLERK.PDF](#)

2.VIII. 192-21

Documents:

[192-21 RAFFLE LICENSES 8.17.21.PDF](#)

2.IX. 193-21

Documents:

[193-21 RESOLUTION FOR ABANDONED CAR AUCTION 08.31.2021.PDF](#)

2.X. 194-21

Documents:

[194-21 SEWER CHARGE CANCELLATION RESOLUTION.PDF](#)

2.XI. 195-21

Documents:

[195-21 OVERPAYMENT OF 3RD QUARTER TAXES.PDF](#)

2.XII. 196-21 REMOVED - DUPLICATE

2.XIII. 197-21

Documents:

[197-21 AUTHORIZING EXECUTION OF AGREEMENT WITH GABEL ASSOCIATES - 2021.PDF](#)

[197-21 EXHIBIT TO RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH GABEL ASSOCIATES - 2021.PDF](#)

2.XIV. 198-21

Documents:

[198-21 RESOLUTION AUTHORIZING DISCHARGE OF MORTGAGE ON 12 CRYSTAL AVENUE.PDF](#)

[198-21 EXHIBIT - DISCHARGE OR MORTGAGE FOR THE PROPERTY AT 12 CRYSTAL AVENUE.PDF](#)

2.XV. 199-21

Documents:

[199-21 AUTHORIZING AWARD OF A CONTRACT WITH KEMPER SPORTS](#)

FOR THE OPERATION MANAGEMENT AND MAINTENANCE OF ROCK
SPRING GOLF COURT - 2021.PDF
199-21 EXHIBIT - AWARD OF CONTRACT WITH KEMPER SPORTS FOR
THE OPERATION MANAGEMENT AND MAINTENANCE OF ROCK SPRING
GOLF COURSE - 2022.PDF

2.XVI. 200-21

Documents:

200-21 BWC ACCEPTANCE RESOLUTION.PDF
200-21 LPS RESOLUTION STATE FUNDS CERTIFICATION CHECKLIST.PDF

2.XVII. 201-21

Documents:

201-21 AUTHORIZING EXECUTION OF THE AFFORDABLE HOUSING
AGREEMENT FOR THE TOMPKINS STREET PROPERTY.PDF
201-21 EXHIBIT - AUTHORIZING EXECUTION OF THE AFFORDABLE
HOUSING AGREEMENT FOR THE TOMPKINS STREET PROPERTY.PDF

2.XVIII. 202-21

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202-21 AUTHORIZING SERVICE AGREEMENT WITH GOOSE CONTROL
TECHNOLOGY FOR REMOVAL OF CANADIAN GEESE - 2022.PDF
202-21 SERVICE AGREEMENT WITH GOOSE CONTROL TECHNOLOGY
FOR REMOVAL OF CANADIAN GEESE - 2022.PDF

2.XIX. 203-21

Documents:

203-21 WO NEIGHBORHOOD PRESERVATION PROGRAM
RESOLUTION.PDF

2.XX. 204-21

Documents:

204-21 RESOLUTION FOR FIRE APPARATUS MAINTENANCE 2021.PDF
204-21 EXHIBIT A.PDF

2.XXI. 205-21

Documents:

205-21 EXEMPT VETS RESOLUTION - VARIOUS - 8.17.21.PDF

2.XXII. 206-21

Documents:

206-21 TAX COURT JUDGMENT - 2021-06-10 - BL 102 L 5 - 2019-20 -
RESOLUTION.PDF

2.XXIII. 207-21

Documents:

[207-21 TAX COURT JUDGMENT - 2021-07-08 - BLOCK 154.04 L 1 - 2019-20 - RESOLUTION.PDF](#)

2.XXIV. 208-21

Documents:

[208-21 TAX COURT JUDGMENT - BL 155.25 LOT 1166 - 3 BACHMAN.PDF](#)

2.XXV. 209-21

Documents:

[209-21 EXECUTIVE SESSION 8.17.21.PDF](#)

2.XXVI. 210-21

Documents:

[210-21 REQUESTING PLANNING BOARD TO CONSIDER WHETHER PROPERTIES WITHIN TOWNSHIP QUALIFY AS AREA IN NEED OF REHABILITATION 4831-5563-0324 V.1.PDF](#)
[210-21 AREA IN NEED OF REHABILITATION TOWNSHIP WIDE DESIGNATION 8.11.21.PDF](#)

2.XXVII. 211-21

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[211-21 EXEMPT VETS RESOLUTION - 17 KENZ TERRACE AND 33 MOUNTAIN AVE..PDF](#)

2.XXVIII. 212-21

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[212-21 AUTH. AGRMT WITH ESSEX REGIONAL HEALTH COMMISSION FOR SUPPORT STAFF FOR THE VULNERABLE POPULATIONS OUTREACH.PDF](#)
[212-21 EXHIBIT - ESSEX REGIONAL HEALTH COMMISSION FOR SUPPORT STAFF FOR VULNERABLE POPULATIONS OUTREACH.PDF](#)

2.XXIX. 213-21

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[213-21 MUNICIPAL BUDGET 2021 AMENDMENT NO. 1.PDF](#)

2.XXX. 214-21

Documents:

[214-21 RESOLUTION TO READ BUDGET BY TITLE 7.17.21.PDF](#)

2.XXXI. 215-21 (Resolution To Follow)

2.XXXII. 216-21

Documents:

[216-21 RESOLUTION TO PROVIDE PROPERTY TAX PAYERS THE TAX RELIEF BENEFITS OFFERED BY NJSA 40A 4-41 -C-2.PDF](#)

2.XXXIII. 217-21

Documents:

[217-21 3-YEAR AVERAGE RUT RESOLUTION AND 3-YEAR AVG REVENUES RESOLUTION WITH SUPPORTING DATA.PDF](#)

2.XXXIV. 218-21

Documents:

[218-21 COVID EMERGENCY CANCELATION NO. 1.PDF](#)

2.XXXV. 219-21

Documents:

[219-21 AUTHORIZING AGREEMENT WITH ENTERPRISE VIA SOURCEWELL NATIONAL COOPERATIVE - 2021.PDF](#)
[219-21 EXHIBITS - AGREEMENT WITH ENTERPRISE VIA SOURCEWELL NATIONAL COOPERATIVE - 2021.PDF](#)

3. Ordinance(S) On Second And Final Reading

3.I. 2648-21

Documents:

[2648-21 CAP CALC ORDINANCE V2021-06-21.PDF](#)

3.II. 2651-21

Documents:

[2651-21 - ACQUISITION OF REDEVELOPMENT PROPERTIES - WEST ORANGE.PDF](#)
[2651-21 SCHEDULE A TO BOND ORDINANCE.PDF](#)

4. Ordinance(S) On First Reading

4.I. 2652-21

Documents:

[2652-21 HANDICAPPED SPACE -14 GLENNON PLACE.PDF](#)

4.II. 2653-21

Documents:

[2653-21 APPROVING FINANCIAL AGREEMENT WITH TOMPKINS STREET APARTMENTS URBAN RENEWAL LLC.PDF](#)
[2653-21 EXHIBIT TO ORDINANCE APPROVING FINANCIAL AGREEMENT WITH TOMPKINS STREET APARTMENTS URBAN RENEWAL LLC.PDF](#)

4.III. 2654-21

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[2654-21 ORDINANCE FOR CIVILIAN COMPLAINT REVIEW BOARD.PDF](#)

4.IV. 2655-21

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[2655-21 ORDINANCE AMENDING THE COMPOSITION OF THE WEST ORANGE FIRE DEPARTMENT.PDF](#)

4.V. 2656-21

Documents:

[2656-21 ORDINANCE ADOPTING FOURTH AMENDED DOWNTOWN REDEVELOPMENT PLAN.PDF](#)
[2656-21 WEST ORANGE DOWNTOWN REDEV PLAN-4TH AMENDMENT-AUGUST 2021 DRAFT.PDF](#)

4.VI. 2657-21

Documents:

[2657-21 SALARY STEP GUIDE \(VERSION 2021-08-17\).PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, July 13, 2021
Meeting No. 13

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 November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

Roll Call – Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi

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6:30 P.M

- **Presentation - Dr. Janice Johnson-Diaz – Green Ribbon Week**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
August 17, 2021 – Meeting No. 13**

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 November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

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, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – July 13, 2021**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. HELDOVER 165-21** Resolution Awarding a Contract for the Providing of Recreational Services and Athletic Services to the Residents of West Orange for the Period of January 1, 2021 – December 31, 2021 in the Amount of \$12,000. for PAL Police Athletic League (Legal-Moon)
 - b. HELDOVER 168-21** Resolution Awarding a Contract for the Providing of Recreational Services, Social Services and Activities to the Residents of West Orange for the Period of January 1, 2021 – December 31, 2021 in the Amount of \$9,500.00. for Mountain Top League (Legal-Moon)
 - c. HELDOVER 170-21** Resolution Awarding a Contract for the Providing of Recreational Services, Social Services and Activities to the Residents of West Orange for the Period of January 1, 2021 – December 31, 2021 in the Amount of \$40,000.00. for the Community House (Legal-Moon)
 - d. 189-21** Resolution Authorizing Execution of Settlement and Mutual Release Agreement (Legal-Trenk)
 - e. 190-21** Resolution Authorizing the Retention of Christopher P. Gengaro, Esq. of Lentz & Gengaro to Assist with Finalizing the Contract, and Handling the Closing of the Acquisition of Property Owned by the Crestmont Country Club, Block 174, Lot 1.01 which Consists of Approximately 94.55 Acres of Vacant Land at the rate of \$200/hour for a Total Maximum Expenditure NTE \$20,000. (Legal-Trenk)

- f. 191-21** Resolution Authorizing the Appointment of Deputy Municipal Clerk, June Planas for a Two-Year Term beginning on August 16, 2021 through August 15, 2023.
This resolution was approved on July 30, 2021 and memorialized on 8.17.21.
- g. 192-21** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- h. 193-21** Resolution Authorizing the Auction of Abandoned Vehicles (Reynolds)
- i. 194-21** Resolution Authorizing the Collector of Taxes to Cancel Sewer Charges to the Listed Taxpayers Pursuant to Easement and Right of Way Agreement Between the County of Essex and the Township of West Orange (Tax Collector)
- j. 195-21** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of 2021 Third Quarter Taxes (Tax Collector)
- k. 196-21 REMOVED**
- l. 197-21** Resolution Authorizing the Execution of an Agreement with Gabel Associates to Provide Residential Energy Aggregation Consulting Services for the Township's Government Energy Aggregation (Legal-Moon)
- m. 198-21** Resolution Authorizing the Execution and Recording of a Discharge of Mortgage as to the Property at 12 Crystal Avenue from the Township's Housing Rehabilitation Program after Repayment of the Amount Due to the Township (Legal-Moon)
- n. 199-21** Resolution Authorizes the Execution of an Agreement with Kemper Sports for the Operation, Management, and Maintenance of Rock Spring Golf Course commencing on January 1, 2022 (Legal-Moon)
- o. 200-21** Resolution Authorizing the Acceptance of Funding Awarded by the State of New Jersey Department of Law and Public Safety in Accordance with the SFY21 Body-Worn Camera Grant Program in the Amount of \$222,142.00 (Gross)
- p. 201-21** Resolution Authorizing the Township to Execute an Affordable Housing Agreement Governing the Tompkins Street Property Dedicated for Low and Moderate-Income Housing (Legal-Moon)
- q. 202-21** Resolution Authorizing the Execution of a Service Agreement with Goose Control Technology for Removal of Canadian Geese from Degnan Park and the Oskar Schindler Performing Arts Center for 2022 (Legal-Moon)
- r. 203-21** Resolution Authorizing the Application for and Acceptance of Grant Funds from the New Jersey Department of Community Affairs-Neighborhood Preservation Program (NPP) in the Amount of \$125,000 (Grant Writer-Kapura)
- s. 204-21** Resolution Authorizing an Award of Contract to Fire & Safety Services, 200 Ryan Street, South Plainfield, New Jersey 07080 for Fire Apparatus Maintenance and Repair for the Term of 24 Months with the Option to Extend one (1) Additional Year (Reynolds)
- t. 205-21** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer(s) Due to Veteran Exemption - Various (Tax Collector)
- u. 206-21** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey – 10 Lynwood Way (Tax Collector)
- v. 207-21** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey – 588 Eagle Rock Avenue (Tax Collector)

- w. **208-21** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey – 3 Bachman (Tax Collector)
- x. **209-21** Resolution Authorizing an Executive Session to Discuss Contractual Negotiation concerning Crestmont Country Club, the Downtown Properties, and Related Matters (Legal-Trenk)
- w. **210-21** Requesting Planning Board to Consider Whether Properties within Township Qualify as Area in Need of Rehabilitation (Legal-Trenk)
- y. **211-21** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer(s) Due to Veteran Exemption – 17 Kenz Terrace and 33 Mountain Avenue (Tax Collector)
- z. **212-21** Resolution Authorizing the Execution of an Agreement with Essex Regional Health Commission for the Hiring and Management of Support Staff for the Vulnerable Populations Outreach Coordinator Utilizing Grant Funds from the Strengthening Local Public Health Capacity Program through the New Jersey Department of Health, Office of Local Public Health (Legal-Moon)

PUBLIC HEARING and Adoption of 2021 Municipal Budget-Pending Approval by State of NJ

- aa. **213-21** Resolution to Amend Introduced Budget (Gross) – **Public Hearing on September 14, 2021**
- bb. **214-21** Resolution Authorizing the Municipal Budget to be Read by Title Only (Clerk)
- cc. **HELDOVER 215-21** Resolution to Adopt the 2021 Municipal Budget (Gross) (**resolution to follow**)
- dd. **216-21** Resolution to Provide Property Tax Payers the Tax Relief Benefits Offered by N.J.S.A. 40A:4-41(c) (2) (Gross)
- ee. **217-21** Resolution for the Township of West Orange to Authorize a Three-Year Average for Covid-19 Affected Revenues in the 2021 Municipal Budget (Gross)
- ff. **218-21** Resolution Canceling \$5,593,267.75 of the \$7,876,278. of the Covid Special Emergency Ordinance 2623-20 Adopted on November 24, 2020 by the West Orange Township Council (Gross)
- gg. **219-21** Resolution Authorizing an Agreement with Enterprise via Sourcewell National Cooperative – 2021 (Gross)

9. Ordinances on Second and Final Reading

- a. **2648-21** Calendar Year 2021 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A: 4-45.14) (Gross/Prochilo)
- b. **HELDOVER 2651-21** Bond Ordinance Providing for the Acquisition of Various Properties Pursuant to the Downtown Redevelopment Plan, by and in the Township of West Orange, in the County of Essex, State of New Jersey; Appropriating \$13,000,000 Therefor and Authorizing the Issuance of \$13,000,000 Bonds or Notes of the Township to Finance the Cost Thereof (E. Johnson)

10. Ordinances on First Reading

- a. **2652-21** 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 – Handicapped Parking Spot – 14 Glennon Place (Lepore)
- b. **2653-21** An Ordinance of the Township of West Orange, County of Essex, New Jersey Approving an Application for a Long-Term Tax Exemption and Authorizing the Execution of a Financial Agreement with Tompkins Street Apartments Urban Renewal, LLC (Legal-Moon)

- c. **2654-21** An Ordinance Supplementing Chapter 4, and Establishing Chapter 4, Section 40 of the General Ordinances of the Township of West Orange, Entitled “West Orange Township Civilian Complaint Review Board” (Legal-Moon)
- d. **2655-21** An Ordinance Amending Chapter 2, Section 15.3 of the Revised General Ordinances of the Township of West Orange (Department of Fire – Composition) (Gross)
- e. **2656-21** An Ordinance Adopting Fourth Amended Downtown Redevelopment Plan (Legal-R. Beckelman)
- f. **2657-21** An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing the Employee’s Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel (Gross)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing-None

13. 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.

Next Meeting Date(s): September 14, 2021

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to award a contract for services and facilities for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2021 and ending December 31, 2021; and

WHEREAS, the Police Athletic League (the “PAL”) has agreed to provide such services, including, but not limited to providing services and facilities for recreation, sports, and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Twelve Thousand Dollars (\$12,000.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with the PAL for services and facilities for recreation, sports, and athletic activities for residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT

THIS AGREEMENT, made this _____ day of July ,2021, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and POLICE ATHLETIC LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at Prospect Place, West Orange, New Jersey, hereinafter referred to as the “PAL.”

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2021 to December 31, 2021, the PAL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.
2. The referenced facilities and services shall be supervised and operated by personnel provided by the PAL, whose personnel shall be solely the employees and volunteers of PAL who is responsible to pay them, where appropriate, at the sole discretion of the PAL.
3. The PAL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00). Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing

the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The PAL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies to grow hereunder may be assigned.

6. The PAL acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The PAL agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2021.

8. Township shall pay to the PAL, for the services to be provided hereunder for the full one-year term, the sum of **Twelve Thousand Dollars (\$12,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the PAL and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto to the extent held applicable to a volunteer organization. Accordingly, the PAL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The PAL hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The PAL further agrees as follows:

- A. All covered employees of the PAL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
 - B. The PAL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
 - C. The PAL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the PAL.
 - D. If it is found that any covered employee of the PAL is paid less than the required wage rates Township may, on written notice to the PAL terminate the PAL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the PAL shall be liable to the Township for costs and damages incurred by the Township.
 - E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the PAL to render services hereunder who are performing such services as volunteers without remuneration.
 - F. The PAL agrees to be bound by the provisions of “**SCHEDULE A**” attached hereto and made of part hereof.
11. The PAL agrees to submit an Annual Summary Report to the Township,

consistent with the form provided in the Participant Manual, no later than December 31, 2021.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

POLICE ATHLETIC LEAGUE

SECRETARY

Louis De Languette
BY:
PRESIDENT / Treasurer

“SCHEDULE A”

- (I) During the performance of this agreement the PAL agrees as follows:
- a. The PAL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The PAL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
 - b. The PAL will, in all solicitations or advertisements for employees placed by or on behalf of the PAL, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
 - c. The PAL will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the PAL's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The PAL agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The PAL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The PAL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The PAL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The PAL agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to award a contract for services and facilities for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2021 and ending December 31, 2021; and

WHEREAS, the Mountain Top League (the “MTL”) has agreed to provide such services, including, but not limited to organizing youth sports and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Nine Thousand Five Hundred Dollars (\$9,500.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with the MTL for recreational services and youth sports and athletic activities for residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of July, 2021, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Township;"; and MOUNTAIN TOP LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at 12 Old Indian Road, West Orange, New Jersey, hereinafter referred to as the "MTL."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided..

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2021 to December 31, 2021, the MTL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.
2. The referenced facilities and services shall be supervised and operated by personnel provided by MTL, whose personnel shall be solely the employees and volunteers of MTL who is responsible to pay them, where appropriate, at the sole discretion of the MTL.
3. The MTL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00) Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing

the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The MTL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies granted hereunder may be assigned.

6. The MTL acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The MTL agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2021.

8. Township shall pay to the MTL, for the services to be provided hereunder for the full one-year term, the sum of **Nine Thousand Five Hundred Dollars (\$9,500.00)**.

9. The manner of payment shall be as determined jointly by the President of the MTL and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto to the extent held applicable to a volunteer organization. Accordingly, the MTL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The MTL hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The MTL further agrees as follows:

- A. All covered employees of the MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
 - B. The MTL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
 - C. The MTL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the MTL.
 - D. If it is found that any covered employee of the MTL is paid less than the required wage rates Township may, on written notice to the MTL terminate the MTL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the MTL shall be liable to the Township for costs and damages incurred by the Township.
 - E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the MTL to render services hereunder who are performing such services as volunteers without remuneration.
 - F. The MTL agrees to be bound by the provisions of "**SCHEDULE A**" attached hereto and made of part hereof.
11. The MTL agrees to submit an Annual Summary Report to the Township,

consistent with the form provided in the Participant Manual, no later than December 31, 2021.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

MOUNTAIN TOP LEAGUE

SECRETARY

BY: 
PRESIDENT

"SCHEDULE A"

(I) During the performance of this agreement the MTL agrees as follows:

- a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The MTL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MTL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
- b. The MTL will, in all solicitations or advertisements for employees placed by or on behalf of the MTL, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
- c. The MTL will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the MTL's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The MTL agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as

amended and supplemented from time to time.

(II) The MTL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The MTL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The MTL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The MTL agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to award a contract for services and facilities for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2021 and ending December 31, 2021; and

WHEREAS, the Township of West Orange Community House (the “Community House”) has agreed to provide such services, including, but not limited to after school programs and pre-school programs consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Forty Thousand Dollars (\$40,000.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with the Community House for recreational services and social services for residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of July, 2021 by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Township;"; and the West Orange Community House, a nonprofit corporation of the State of New Jersey having its principal offices at 242 Main Street, West Orange, New Jersey, hereinafter referred to as the "COMMUNITY HOUSE."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2021 to December 31, 2021, the COMMUNITY HOUSE shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

2. The referenced facilities and services shall be supervised and operated by personnel provided by COMMUNITY HOUSE, whose personnel shall be solely the employees and volunteers of COMMUNITY HOUSE who is responsible to pay them, where appropriate, at the sole discretion of the COMMUNITY HOUSE.

3. The COMMUNITY HOUSE shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00) Said insurance shall name the Township as an insured and

shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The COMMUNITY HOUSE agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies granted hereunder may be assigned.

6. The COMMUNITY HOUSE acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The COMMUNITY HOUSE agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2021.

8. Township shall pay to the COMMUNITY HOUSE, for the services to be provided hereunder for the full one-year term, the sum of **Forty Thousand Dollars (\$40,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the COMMUNITY HOUSE and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto the extent held applicable to a volunteer organization. Accordingly, the COMMUNITY HOUSE agrees to comply with the provisions of N.J.S.A.

34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The COMMUNITY HOUSE hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The COMMUNITY HOUSE further agrees as follows:

- A. All covered employees of the COMMUNITY HOUSE performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The COMMUNITY HOUSE shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. The COMMUNITY HOUSE shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the COMMUNITY HOUSE.
- D. If it is found that any covered employee of the COMMUNITY HOUSE is paid less than the required wage rates Township may, on written notice to the COMMUNITY HOUSE terminate the COMMUNITY HOUSE's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by

other means, in which event the COMMUNITY HOUSE shall be liable to the Township for costs and damages incurred by the Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the COMMUNITY HOUSE to render services hereunder who are performing such services as volunteers without remuneration.

F. The COMMUNITY HOUSE agrees to be bound by the provisions of **“SCHEDULE A”** attached hereto and made of part hereof.

11. The COMMUNITY HOUSE agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2021.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

TOWNSHIP OF WEST ORANGE
COMMUNITY HOUSE

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

(I) During the performance of this agreement the COMMUNITY HOUSE agrees as follows:

- a. The COMMUNITY HOUSE will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The COMMUNITY HOUSE will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COMMUNITY HOUSE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
- b. The COMMUNITY HOUSE will, in all solicitations or advertisements for employees placed by or on behalf of the COMMUNITY HOUSE, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
- c. The COMMUNITY HOUSE will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the COMMUNITY HOUSE's commitments under this act and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

d. The COMMUNITY HOUSE agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The COMMUNITY HOUSE agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The COMMUNITY HOUSE agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The COMMUNITY HOUSE agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The COMMUNITY HOUSE agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State

of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) is a plaintiff in certain litigation captioned Township of West Orange v. John J. Arezzi, Docket No. ESX-L-2481-20 (the “Litigation”), which is pending before the Superior Court of New Jersey, Law Division, Essex County; and

WHEREAS, the Parties have agreed to fully and finally compromise and settle, for good and valuable consideration, the controversies asserted in the Litigation; and

WHEREAS, the Township and Defendant, John J. Arezzi (“Defendant”) agreed to the settlement of the Litigation, pursuant to the terms of a proposed Settlement and Mutual Release Agreement (the “Agreement”), which is annexed hereto as **Exhibit “A”**; and

WHEREAS, the Township’s Law Department recommends that the Township enter into the Agreement to fully and finally resolve all claims at issue in the Litigation, without the need for trial, further expense or delay;

NOW, BE IT HEREBY RESOLVED, the Township Council of the Township of West Orange authorizes the Mayor to execute the Agreement and effectuate the settlement, and the Township Clerk shall be authorized to attest to the Mayor’s signature.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021



290 W. Mt. Pleasant Avenue, Suite 2350, Livingston, NJ 07039 (973-533-1000)

Richard D. Trenk, Esq.
rtrenk@trenkisabel.law

July 9, 2021

VIA E-MAIL

Karen J. Carnevale, R.M.C.
Township Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

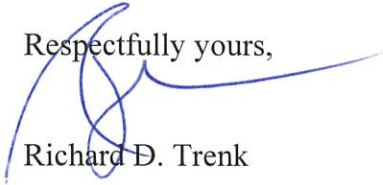
Re: Resolution Authorizing Mayor to Execute Settlement and Mutual Release Agreement – Township of West Orange v. John J. Arezzi

Dear Ms. Carnevale:

Please find enclosed the above-referenced Resolution. Please place this on the August 17, 2021 Township Council Agenda.

If you have any questions, please contact me.

Respectfully yours,


Richard D. Trenk

RDТ:jms
Enclosure

cc: Mayor Robert D. Parisi (w/ enc. via email)
John K. Sayers, Business Administrator (w/ enc. via email)
John Gross, CFO/Comptroller (w/ enc. via email)

RESOLUTION

WHEREAS, the Township of West Orange ("Township") is a plaintiff in certain litigation captioned Township of West Orange v. John J. Arezzi, Docket No. ESX-L-2481-20 (the "Litigation"), which is pending before the Superior Court of New Jersey, Law Division, Essex County; and

WHEREAS, the Parties have agreed to fully and finally compromise and settle, for good and valuable consideration, the controversies asserted in the Litigation; and

WHEREAS, the Township and Defendant, John J. Arezzi ("Defendant") agreed to the settlement of the Litigation, pursuant to the terms of a proposed Settlement and Mutual Release Agreement (the "Agreement"), which is annexed hereto as **Exhibit "A"**; and

WHEREAS, the Township's Law Department recommends that the Township enter into the Agreement to fully and finally resolve all claims at issue in the Litigation, without the need for trial, further expense or delay;

NOW, BE IT HEREBY RESOLVED, the Township Council of the Township of West Orange authorizes the Mayor to execute the Agreement and effectuate the settlement, and the Township Clerk shall be authorized to attest to the Mayor's signature.

Karen J. Carnevale,
Municipal Clerk

Cindy Matute-Brown
Council President

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Stipulation of Settlement and Mutual Release (hereinafter referred to as the "Settlement" or "Agreement") is made on this ____ day of June, 2021 between the Township of West Orange, a Municipal Corporation of the State of New Jersey having an address of 66 Main Street, West Orange, New Jersey 07052 ("Township"), and John J. Arezzi, _____ ("Arezzi") (collectively, the "Parties"); and whereas, in furtherance of this Agreement, the Parties hereby represent, warrant, state and agree:

RECITALS

WHEREAS, the Parties have agreed to fully and finally compromise and settle, for good and valuable consideration, the controversies asserted in the matter captioned Township of West Orange v. John J. Arezzi, Docket No. ESX-L-2481-20 (the "Action"); and

WHEREAS, the Parties desire to amicably settle the claims set forth in the Action, subject to the terms and conditions set forth herein;

NOW, BE IT HEREBY AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

TERMS AND CONDITIONS

1. **Settlement Amount(s)**. Arezzi shall pay to the Township a total of Five Thousand Dollars and No Cents (\$5,000.00) (the "Settlement Amount"), in consideration of the releases and other terms and conditions as set forth in this Agreement, to be received via attorney trust account check, wire, or certified check no later than June __, 2021, TIME BEING OF THE ESSENCE. All monies shall be remitted to:

Township of West Orange
c/o Richard D. Trenk, Esq., Township Attorney
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, NJ 07039

If the Settlement Amount is not paid on or before June __, 2021, TIME BEING OF THE ESSENCE, the Township shall be and is expressly authorized to enter judgment against Arezzi, without further notice, in the amount of \$18,000.00, and exercise all post-judgment and other collection efforts in accordance with applicable law.

2. **Release of Claims by the Township.** The Township, and/or its administrators, officers, successors and assigns hereby releases and forever discharges Arezzi, its present and former officers, owners, directors, shareholders, partners, employees, representatives, attorneys, agents, corporate parents, divisions, subsidiaries, predecessors, transferees, successors, assigns, and any entity it owns or controls, from any and all claims, interests, demands, losses, liabilities, costs, actions, causes of action, suits, or judgments of any kind whatsoever, whether in law or equity, known or unknown, foreseen or unforeseen, that it may have as of the Effective Date of this Agreement. Notwithstanding the foregoing, Arezzi is obligated to provide immediate notice of any familial or dependent changes which may affect his coverages or benefits.

3. **Release of Claims by Arezzi.** Arezzi, and/or its heirs, executors, administrators, successors and assigns hereby releases and forever discharges the Township, its present and former officers, employees, representatives, attorneys, agents, corporate parents, divisions, subsidiaries, predecessors, transferees, successors, assigns, and any entity it owns or controls, from any and all claims, interests, demands, losses, liabilities, costs, actions, causes of action, suits, or judgments of any kind whatsoever, whether in law or equity, known or unknown, foreseen or unforeseen, that it may have as of the Effective Date of this Agreement.

4. **Consideration.** The Parties hereby acknowledge that the only consideration for executing this Agreement is as set forth herein.

5. **No Admission.** This Settlement shall not constitute or be construed as an admission or allegation by the Parties of any misconduct or violation of any common law, or federal, state or local law, rule or regulation or any policy or procedure. Rather, the Parties seek solely an amicable resolution of the issues. Accordingly, this Agreement shall not be admissible in any proceeding except one to enforce the terms of this Agreement.

6. **Representation of Authority.** The Parties expressly represent and warrant that no other person or entity has or has had any interest in the claims set forth in the Action, or the rights to and obligations of this Agreement, and that the Parties referenced herein have the sole right and exclusive authority to sign this Agreement.

7. **Confidentiality.** This Agreement and its terms and conditions shall, to the extent allowable by law with respect to the respective Parties, be treated hereafter by all Parties as confidential, except in order to comply with State or federal law, court order, regulations concerning disclosure, or in the conduct of the Parties' respective operations including, without limitation, disclosure to insurers, counsel, auditors and regulatory entities.

8. **Preparation of Agreement.** This Agreement is the result of a negotiated settlement and may not be construed as having been prepared by any one Party. The Parties have been represented by separate counsel and had sufficient opportunity to consult with counsel. Neither of the Parties has relied upon the other Parties' counsel in executing this Agreement.

9. **Merger.** This Agreement constitutes the complete understanding between the Parties and fully supersedes any prior understandings or agreements, whether written or oral, between the Parties.

10. **Severability.** If any provision of this Agreement is subsequently declared by any Court or tribunal of competent jurisdiction to be illegal, void or unenforceable as written, the remaining provisions of it shall nevertheless remain in full force and effect.

11. **Choice of Law.** This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey. The Agreement shall be dated as of the date it was last signed by any of the Parties, which date shall be incorporated on the first page of the Settlement.

12. **Ambiguity.** The parties further stipulate and agree that they each have had an opportunity to participate in the negotiation and drafting of this Agreement and that any ambiguity in this Agreement will not be construed for or against either Party.

13. **Assignment.** This Agreement shall inure to the benefit of the Parties and their respective heirs, successors, assigns, and legal representatives.

14. **No Oral Modification.** No modifications or changes in this Agreement shall be binding unless in writing and executed by all Parties. No delay in enforcing any aspect of this Settlement shall be deemed a waiver of any rights and remedies.

15. **Execution of Agreement.** This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

16. **Costs.** Each Party shall bear its own costs and expenses in connection with this matter, including legal fees and expenses.

The foregoing terms and conditions are agreed to and accepted by:

JOHN J. AREZZI has hereunto set his hand and seal on this 2nd day of July
2021 in connection with this Agreement.

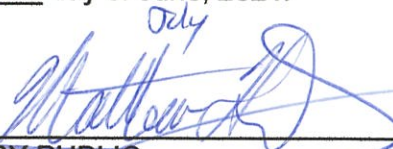

JOHN J. AREZZI

STATE OF NEW JERSEY)
COUNTY OF Union)

SS:

I certify that on the 2nd day of July, 2021, before me came JOHN J. AREZZI, known to me to be the individual who executed the foregoing Settlement and Mutual Release Agreement, and duly acknowledged to me that he executed the same as his voluntary act and deed.

SUBSCRIBED AND SWORN to before me
this 2nd day of July, 2021.


NOTARY PUBLIC

Matthew H. Sante, Esq.

013082003

The foregoing terms and conditions are agreed to and accepted by:

ROBERT D. PARISI, Mayor, has hereunto set his hand and seal on this ____ day of June, 2021, in connection with this Agreement.

TOWNSHIP OF WEST ORANGE

By: _____
ROBERT D. PARISI, MAYOR

ATTEST:

By: _____
**KAREN J. CARNEVALE, R.M.C.,
Municipal CLERK**

STATE OF NEW JERSEY

SS:

COUNTY OF ESSEX

I certify that on the ____ day of June 2021, before me came Robert D. Parisi, Mayor of the Township of West Orange, a duly authorized executive of the Township known to me to be the individual who executed the foregoing Settlement and Mutual Release Agreement, and duly acknowledged to me that he executed the same as his voluntary act and deed, and Karen J. Carnevale, R.M.C., Municipal Clerk of the Township, the attesting witness to the signing of this Agreement.

SUBSCRIBED AND SWORN to before me
this ____ day of June, 2021.

NOTARY PUBLIC

RESOLUTION

WHEREAS, Crestmont Country Club owns certain property known as Block 174, Lot 1.01 in the Township of West Orange which consists of approximately 94.55 acres of vacant land (the “Property”); and

WHEREAS, the Township has engaged in various negotiations with Crestmont Country Club concerning the potential acquisition of the Property; and

WHEREAS, the Township is attempting to finalize the terms of acquisition of the Property; and

WHEREAS, the Law Department recommends the retention of Christopher P. Gengar, Esq. of Lentz & Gengaro to assist with regard to finalizing the contract and handling the closing of the acquisition of the Property at the rate of \$200/hour for a total maximum expenditure not to exceed \$20,000; and

WHEREAS, Christopher P. Gengaro, Esq. has the requisite experience, knowledge and training to handle the potential real estate transaction; and

WHEREAS, due to the nature of this assignment it has not been advertised in accordance with the Open and Fair process set forth by applicable laws;

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the Law Department be and is hereby authorized to retain Christopher P. Gengar, Esq. of Lentz & Gengaro to assist with the acquisition of the Property; and be it further

RESOLVED, that the Municipal Clerk shall provide notice of this engagement in accordance with applications law.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, The Township Council of the Township of West Orange has the authority pursuant to the applicable state statutes and municipal ordinances, to appoint a Deputy Township Clerk; and

WHEREAS, the Township Council of the Township of West Orange is desirous of appointing June Planas to that position;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange that June Planas be and hereby is appointed Deputy Clerk of the Township of West Orange for a two (2) year term beginning on August 16, 2021 through August 15, 2023; and

BE IT FURTHER RESOLVED, that she shall perform the duties of the Township Clerk in the absence or disability of the Township Clerk or upon the direction of the Township Clerk and she shall perform such other duties as may be directed by the Township Council of the Township of West Orange, all in accordance with the applicable state statutes and municipal ordinances; and

BE IT FURTHER RESOLVED, that June Planas is hereby appointed Assistant Secretary to the Alcoholic Beverage Control for the Township of West Orange and shall perform the duties of the Secretary of Alcoholic Beverage Control for the Township of West Orange in the absence or disability of the Secretary of the Alcoholic Beverage Control of the Township of West Orange.

Karen J. Carnevale, Municipal Clerk

Cindy Matute-Brown, Council President

Approved: July 30, 2021

Memorialized: August 17, 2021

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>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
St. Barnabas Medical Ctr.	September 22, 2021 On Premise Merchandise	350 Mt. Pleasant Ave.	7725
Seton Hall Prep School. Mothers Auxiliary	December 7, 2021 Off Premise Merchandise	120 Northfield Ave.	7726
Fathers Club Seton Hall Prep	9.8.21, 10.6.21, 11.3.21, 12.1.21, 1.5.22, 2.2.22, 3.2.22, 4.9.22, 5.4.22 6.1.22 Off Premise 50/50	120 Northfield Ave.	7727
St. Joseph Church	1.29.21, 2.26.21, 3.26.21, 4.30.21, 5.28.21, 6.25.21, 7.30.21, 8.27.21, 9.24.21 10.29.21, 11.26.21, 12.31.21 Calendar Raffle	44 Benvenue Ave.	7728
Natl Council of Jewish Women Essex Cty. Chapter	10.21.21 On Premise 50-50	350 Eagle Rock Ave.	7729

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

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 Thirteen (13) 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 the sale is Tuesday August 31, 2021 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell two (2) 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 the sale is Tuesday August 31, 2021 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

Advertisement**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 August 31, 2021 at 2:00 pm prevailing time, the vehicles listed below. The 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>
2005	TOYOTA	2T1BR32EX5C335563
2007	FORD	JF1SG63647H706820
2008	CHEV	2G1WT58N481317139
2005	VOLVO	YV1RH592552462934
2000	NISSAN	5N1ED28Y5YC503741
2013	NISSAN	3N1CN7AP5DL821819
2008	CHEV	2CNDL33F086006552
1995	CHEV	1G1JC5249S7111352
1997	TOYOTA	JT3GN87R8V0041510
2007	HONDA	JHMFA36217S015606
1997	NISSAN	3N1AB41DXVL009969
2004	KIA	KNDJC733645207835
2004	PONTIAC	1G2NV52EX4C101021

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 August 31, 2021 at 3:00 pm prevailing time, the vehicles listed below. The 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>
2012	DODGE	2C3CDXAT2CH200448
1982	HONDA	JH2PC0537CM006150

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 payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Paula Reynolds
Acting Purchasing Agent

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO CANCEL
SEWER CHARGES TO THE LISTED TAXPAYERS PURSUANT TO EASEMENT
AND RIGHT OF WAY AGREEMENT BETWEEN THE COUNTY OF ESSEX
AND THE TOWNSHIP OF WEST ORANGE**

WHEREAS, the Township of West Orange entered into an agreement with the County of Essex for easements and necessary right of ways for the construction of a sanitary sewer in South Mountain Reservation.

WHEREAS, such agreement provided for the County's annual sewer charge be off set.

NOW, THEREFORE, BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and the Treasurer of West Orange, be, and they are hereby authorized, empowered and directed to cancel the charges due the Township from the taxpayer for the year 2021.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
157.01	11	County of Essex Mt. Pleasant Avenue	\$ 1,400.00
163	13	County of Essex Northfield Avenue	\$ 8,750.00
Total			\$10,150.00

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

195-21
August 17, 2021

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF 2021 THIRD QUARTER TAXES

WHEREAS, certain West Orange property owner has made an overpayment for the 2021 third quarter taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2021 third quarter taxes

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
148.03	21	Aldemaro Romero, Jr. 46 Mountain Avenue West Orange, NJ 07052	\$ 487.40

TOTAL: \$ 487.40

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

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

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, on April 5, 2016, the Township Council for the Township of West Orange (the “Township”) adopted resolution 97-16 which authorized an agreement with Gabel Associates (“Gabel”) to provide Residential Energy Aggregation Consulting Services for the procurement of energy services in connection with the administration of energy procurement processes for Township’s Government Energy Aggregation (“GEA”) program conducted on an on-line basis pursuant to P.L. 2001, c. 30; N.J.S.A. 48:3-50-51; and 48:3-92 et. al.; and

WHEREAS, the Agreement with Gabel was for a term of three (3) years with an option for an extension of two (2) additional years; and

WHEREAS, following the Township’s exercise of the two (2) year extension the term of the Agreement with Gabel expired and the Township prepared and published a Request for Proposal (“RFP”) for Residential Energy Aggregation Consulting Services; and

WHEREAS, on June 22, 2021, the Township received only one proposal from Gabel in response to the RFP; and

WHEREAS, Gabel continues to be a qualified Government Energy Aggregation Consultant who has demonstrated a positive track record related to electric and natural gas procurement on behalf of the local units in the State of New Jersey; and

WHEREAS, Gabel Associates has agreed to perform Residential Energy Aggregation Consulting Services for the Township consistent with the terms and provisions of an Agreement, annexed hereto as Exhibit “A” and the terms and provisions of its proposal dated June 22, 2021.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to

execute the Agreement for Residential Energy Aggregation Consulting Services, annexed hereto as Attachment “**A;**” and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Agreement for Residential Energy Aggregation Consulting Services; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

Exhibit “A”

**AGREEMENT BY AND BETWEEN
TOWNSHIP OF WEST ORANGE
AND
GABEL ASSOCIATES, INC.**

THIS AGREEMENT made this 30th day of July, 2021 ("Effective Date," which shall be the date on which the last authorized individual executes this Agreement) by and between the Township of West Orange in Essex County ("West Orange"), a body politic and corporate of the State of New Jersey, with principal offices located at 66 Main Street, West Orange, New Jersey 07052 and Gabel Associates, Inc. ("Gabel Associates" or "Consultant") having its principal place of business at 417 Denison Street, Highland Park, New Jersey 08904, hereby recites as follows:

WITNESSETH:

WHEREAS, West Orange desires to retain a consultant to provide Residential Energy Aggregation Consulting Services for the procurement of energy services in connection with the administration of energy procurement processes for West Orange's Government Energy Aggregation ("GEA") program pursuant to N.J.S.A. 48:3-92 within the Electric Discount and Energy Competition Act N.J.S.A. 48:3-49, et. seq.; and

WHEREAS, West Orange published a Request for Proposal ("RFP") seeking proposals for a contract for Residential Energy Aggregation Consulting Services with a submission date of June 22, 2021 at 1:00 P.M.; and

WHEREAS, on the submission date, West Orange received only a single proposal from Gabel Associates in response to its RFP; and

WHEREAS, Gabel Associates has previously performed the Residential Energy Aggregation Consulting Services for West Orange; and

WHEREAS, Gabel Associates has agreed to continue to perform Residential Energy Aggregation Consulting Services for West Orange consistent with the terms and provisions of this Agreement and the terms and provisions of its proposal dated June 22, 2021; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, West Orange and the Consultant agree as follows:

1. TERM

The term of this Agreement shall be for the period commencing upon Effective Date of this Agreement for a period of two (2) years (the "Initial Term"). After the expiration of the Initial Term, West Orange shall have the right to renew or extend the terms and condition of this Agreement by resolution for an additional two one (1) year terms or one two (2) year term (the "Extension Term(s)"). The Extension Terms shall automatically occur unless West Orange issues notice to Consultant on twenty (20) days notice that the Extension Term shall not be granted.

2. CONSULTING SERVICES

The Consulting Services (also referred to as the "Services") to be performed by Consultant, the subject of this Agreement are as set forth herein. All Services under this Agreement shall be undertaken pursuant to direction from West Orange or its project manager employees, and subject to West Orange's review and approval.

These services relate to electricity and may include other energy services including but not limited to natural gas supply service, may be conducted separately (in the event that a GEA does not move forward for a particular service) or as one process.

Government Energy Aggregation Services ("GEA"):

Consultant shall assist West Orange in managing its GEA program. A GEA program is as defined in N.J.S.A. 48:3-92 et al. Such a program is not a standard energy procurement process but requires the involvement of West Orange residents, local governments, the Board of Public Utilities (“BPU”) regulators and Third-Party Electrical Suppliers (“TPS”). The services provided by Consultant shall include, but are in no way limited to, the following:

Education:

Consultant shall meet with Municipal representatives to explain the residential energy aggregation program and have them adopt the appropriation resolution. Consultant shall create formulable public outreach program(s) and marketing strateg(ies).

Data Collection:

Consultant shall perform all work necessary in collecting, assembling and analyzing account data from each resident participant into a format that will generate maximum bid participation from the NJBPU licensed TPSs. Consultant shall analyze data to determine appropriate means and method of procurement.

Development of Bid Specifications:

Consultant shall recommend a procurement strategy which includes bid timing, contract duration, contract structure, pricing, pricing alternatives, and account classifications for award of a Third Party Electrical Supply Contract (“TPS Contract”) to a BPU licensed TPS. Consultant shall prepare and organize energy usage data, compile technical specifications and all related bid documents.

Administration of Bid Process:

Once the bid is advertised, Consultant shall contact all NJBPU licensed TPSs to make them aware of the bid and ensure that all TPSs received a bid package. Consultant shall attend bid opening, review all responses, analyze all bid results, and provide its recommendations for award of the TPS Contract. If bid results are not favorable to the West Orange, the Consultant will make appropriate recommendations on how to proceed. In the event of an award, the Consultant shall work with the winning TPS to ensure that the proper accounts are enrolled and or transitioned to the new TPS.

Energy Advisory Services:

Once the electric energy bid is authorized, Consultant shall continue to monitor the TPS Contract for any potential problems with the TPS until the end of the TPS Contract. Consultant must continue to advise and provide support to West Orange, including but not limited to such issues as the resolution of billing issues that may arise. Consultant shall monitor all market conditions for subsequent bid opportunities, monitor regulatory changes that may affect future bids and be available to answer questions on the process and results. Consultant shall monitor and evaluate the TPS's standing and services.

Client Relationship:

Consultant shall with West Orange representatives during and after the bidding process, at the request of said members. Consultant shall be available in person, by phone and by e-mail when necessary, and when asked for by a West Orange representative or municipal officer, at no additional cost.

3. BENCHMARKS AND CONTINGENCIES

Consultant shall prepare and administer a procurement strategy consistent with all BPU Rules, the Local Public Contracts Law (as applicable) and any West Orange program-specific issues. Provided that the Township and/or PSE&G work in good faith with Consultant and meet any reasonable deadlines requested by Consultant, Consultant shall release the RFP for the TPS Contract within three (3) months of the Effective Date of this Agreement. Consultant shall then evaluate all RFP responses and proposals and make a recommendation to the Township regarding a vendor not less than three (3) months from the date of publication of the RFP, or not less than six (6) months from the Effective Date of this Agreement, whichever is shorter.

In the event that either of the above-stated contingencies is not satisfied by Consultant, West Orange shall have the option to cancel this Agreement on five (5) days' written notice to Consultant, and upon adoption of a resolution by the Township Council authorizing the cancellation.

4. COMPENSATION

For all Consulting Services rendered by Consultant pursuant to Section 2 of this Agreement, Consultant shall be paid by the winning TPS. The Request for Bids for the TPS Contract shall require that Bid Prices include an energy agent fee of \$.00089 per kilowatt hour. The TPSs shall include this agent fee in their bid prices and the winning TPS will invoice participants based on the Bid Price each month and, subsequent to collection of payment from participants, the winning TPS would remit payment of the collected energy agent fees to Consultant on a monthly basis. Consultant will also bear the cost of obtaining usage data for commercial customers. No

management fees will be collected by Consultant unless and until a TPS Agreement is awarded by West Orange.

Certain expenses are required in order to implement a GEA which are not included in the energy agent fee. These expenses are recoverable from the selected TPS pursuant to applicable GEA Rules. For example, a mailing will be sent after a winning TPS is chosen and will contain information about the contract and program, notification, as well as information about pricing and opt-out provisions, and notification of a Public Information Session to be conducted by Consultant. Costs for this mailer will be the responsibility of the selected TPS.

Additionally, the GEA requires several actions which will result in some expenses, which shall be identified in the RFP, and which may be recovered from the selected TPS(s):

- 1) Fees by the local LDC if any, pursuant to the EDC Agreement, to supply the needed information on identity and electricity usage of residential accounts participating in the GEA.
- 2) Public announcement of the implementation of a GEA program,
- 3) Setting up a contact number for residential accounts to get information on the GEA program being implemented.

Direct costs related to these activities shall be borne by or recovered from the winning TPS.

In the event natural gas supply or other services are subject to bid, Consultant shall provide a fee proposal to West Orange for its review and consideration.

5. STANDARD OF CARE

The Consultant shall comply with the standard(s) of care attributable to the professions applicable to performing the services detailed herein and shall perform in accordance with the

terms and conditions of this agreement. The Consultant agrees that all documents prepared and all specifications provided shall meet the requirements outlined by West Orange and shall comply with all applicable codes and standards.

6. INSURANCE

Within ten (10) days of the Effective Date, the Consultant shall furnish West Orange with a Certificate of Insurance as evidence that it has procured Professional Liability Insurance with a minimum of \$1,000,000 for each claim and \$1,000,000 aggregate each policy period. West Orange is to be listed as Additional Insured and must be provided sixty (60) days notice of cancellation, non-renewal or change in insurance coverage.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless West Orange, its officers, agents and employees from and against any and all claims, suits, actions, damages or costs, of any nature whatsoever, including attorney's fees, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Consultant's acts or omissions in connection with this Agreement.

Consultant is acting in a consulting capacity and any opinions, advice, forecasts, or analysis presented by Consultant are based on its professional judgment and do not constitute guarantees.

8. TERMINATION

West Orange may terminate this agreement for cause upon thirty (30) days written notice delivered to Consultant by certified mail, return receipt requested if Consultant materially breaches any terms of this agreement and does not, within the thirty (30) days written notice

period, cure the breach.

All agent fee payment obligations from TPS as described in Section 3 for energy agreements executed prior to termination shall survive termination.

9. GOVERNING LAW

This agreement shall be construed and governed in accordance with the laws of the State of New Jersey and any disputes under this agreement shall be heard in a court of competent jurisdiction in the State of New Jersey.

10. INCORPORATION OF THE RFP AND PROPOSAL

a. Terms and Conditions of the RFP – West Orange and Consultant agree that the terms and conditions set forth in the RFP, annexed hereto as Exhibit “A,” are incorporated by reference into this Agreement as if stated in full herein unless they conflict with the direct language set forth in this Agreement.

b. Terms and Conditions of Consultant’s Proposal – West Orange and Consultant agree that that the terms and conditions which are not expressly required in the RFP but are provided for in Consultant’s proposal shall be governed by the Consultant’s proposal, annexed hereto as Exhibit “B.” West Orange and Consultant agree that the terms and conditions set forth in the Proposal are incorporated by reference into this Agreement as if it were stated in full herein.

c. Conflicts between RFP and Consultant’s Proposal – West Orange and Consultant acknowledge and agree that if a particular term or condition of the RFP conflicts with a term or condition set forth in Consultant’s Proposal, the term or condition of the RFP shall govern over the term or condition of Consultant’s Proposal.

11. MISCELLANEOUS

The following miscellaneous provisions shall apply to this agreement:

a. Modification.

This agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

b. Invalid Clause.

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement should be binding upon all parties hereto.

c. Entire Agreement.

This Agreement, including the incorporation of the RFP and Consultant's Proposal, consistent with Paragraph 10, shall consist of the entire agreement of the parties. West Orange and Consultant acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.

d. Assignability.

This agreement and all rights, duties and obligations herein may not be assigned by the Consultant to any professional corporation, person and/or other entity without approval of West Orange.

e. Waiver.

It is understood and agreed by West Orange and Consultant that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

f. Binding Agreement.

This agreement shall be binding upon the parties hereto and their respective agents, heirs, executors, administrators, successors, or assigns.

g. Business Registration and Sales and Use Tax Requirements.

Consultant agrees to comply with any applicable provisions of the "Business Registration and Sales and Use Tax Requirements".

SIGNATURE PAGE AFFIXED HERETO

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:

TOWNSHIP OF WEST ORANGE

NAME:

NAME:

TITLE:

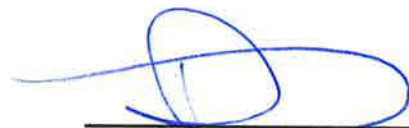
TITLE:

WITNESS:

GABEL ASSOCIATES, INC



NAME: Holly Reed
TITLE: Vice President



NAME: Robert S. Chilton
TITLE: Executive V.P.

Exhibit “A”

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

Request for Proposals
RESIDENTIAL ENERGY AGGREGATION CONSULTING SERVICES

Bid Submission Date:
Tuesday June 22, 2021

1:00 P.M.
Prevailing Time

TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4055

ADVERTISEMENT

Request for Proposal

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. for a RESIDENTIAL ENERGY AGGREGATION CONSULTANTING SERVICES. The proposal package can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing a request to preynolds@westorange.org.

Proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange can be mailed, or hand delivered to the Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Proposal due date is **Tuesday, June 22, 2021 at 1:00pm** and will be publicly opened and read under the covered parking lot in back of Townhall on the same day. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

Paula Reynolds, Acting QPA

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COPY OF LEGAL NOTICE

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Mandatory Forms

Part I

Introduction

The Township of West Orange (the “Township”) in 2013 adopted an ordinance pursuant to N.J.S.A.48:3-92 – N.J.S.A.48:3-95 to create the West Orange Community Energy Aggregation Program (WOCEA). Through a competitive bidding process, the Township wants to secure a third party energy provider for the supply of electricity for the residents (Opt-Out Program) and small commercial retail customers (Opt-In Program). The goal is to secure the best possible saving over the existing rates offered by our utility company PSE&G.

The Township represents over 16,000 households and over 500 small commercial businesses. A comprehensive, well run Community Energy Aggregation Program facilitates the purchase of energy supplies from non-utility sellers of electricity at prices lower than the average utility price.

The Township is seeking to procure the services of a New Jersey Board of Public Utilities (“NJBPU”) registered energy consultant (the “Firm”) who is capable of providing consulting services on the proper procurement from electric energy suppliers and the implementation of a residential energy aggregation program. The Township is requesting proposals from a qualified Firms that have a proven track record in providing electric energy procurement, electric utility rate contracting and related management expertise for New Jersey governmental entities and who is familiar with New Jersey’s government aggregation rules and energy procurement. The successful firm will develop, support and administer a bidding process on behalf of the residents of the Township. It is anticipated that services will include but are not limited to: education, collecting account data, community outreach, developing bid specifications, maintaining a working relationship with NJBPU licensed Third Party Suppliers, and acting as a liaison between the energy suppliers and the Township. The successful Firm must advise the Township on the applicable market conditions, must have expertise in electric energy de-regulation, electric energy market opportunities, electric energy aggregation usage, and must be able to analyze the development of the pricing to compare various benchmarks, must be able to analyze bid results, and must be able to recommend an award of contract.

Part 11

General Conditions

The Township of West Orange is requesting proposals for the implementation of a residential government energy aggregation WOCEA. Proposals may be mailed or delivered to:

Paula Reynolds, Acting QPA
Township of West Orange
66 Main Street, Room 111
West Orange, NJ 07052

Proposals must be submitted on or before Tuesday June 22, 2021 by 1:00 P.M.
Late submissions will not be accepted.

1. All questions must be answered. All mandatory forms and certifications must be completed and submitted with your proposal.
2. Proposal Submission form must bear original signature of an authorized representative of the Firm.
3. Each proposal must include a full explanation of the services that will be provided.
4. Please submit one original and two full copies.
5. Each proposal must be submitted in a sealed envelope with the name of proposal clearly marked on the outside.
6. The proposal must include: the company history, a list of the Firms credentials, and experience statement to include but not limited to any experience with similar projects.
7. The Township reserves the right to reject any proposal, waive informalities, and reserves the right to reject any proposal that is incomplete or that does not meet the specification requirements.
8. Proposals must specify any deviations from requirements.
9. Award of contract will be made through resolution by Township Council within 60 days of the submission date.

9. Term of the contract will be in effect for two (2) years with the option to extend contract by resolution for an additional two one (1) year contracts or one two (2) year contract.
10. Any questions regarding this RFP, must be in writing through the mail or email to the Acting Purchasing Agent, Paula Reynolds, 66 Main Street, Room 111, West Orange, NJ 07052 or preynolds@westorange.org.
11. Addenda/Revisions to this RFP will be provided to all Firms who have received this RFP.
12. The successful Firm shall provide and maintain the minimum limits of insurance coverage during the period of performance required under the contract as a result of this RFP.
13. Indemnification: The Firm shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Township of West Orange and its officials and employees from and against any claims, demand, suits, actions, recoveries, judgements and cost and expenses in connection, therein on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
14. The Township will not be responsible for any expenses incurred by any Firm in preparing or submitting a proposal. All proposals must provide a straight, concise delineation of the Firm's capabilities to satisfy the requirements of this RFP.
15. No interpretation of the meaning of the specifications will be made to orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least five (5) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.

Part III

SCOPE OF SERVICES

The Township is seeking one full service Firm that is capable of providing all of the services listed below with as little subcontracting as possible.

When providing pricing, prospective Firms must provide sufficient detail so as to permit a determination of the cost of the required work, as to permit a full understanding of the costs associated with the desired outcome.

Township seeks a Firm to provide electric energy advisory and procurement services as better described herein.

All respondents must be duly registered as Energy Agents in good standing with the New Jersey Board of Public Utilities at the time of submission for a response to this Request for Proposal (“RFP”) and at all times during the term of this contract. Proof of such certification is required at the time of submission of this Proposal. Submissions from parties that are not registered with the New Jersey Board of Public Utilities pursuant to N.J.A.C. 14:4-2.1 et seq. will not be considered.

Please provide proof of your registration as an energy agent with the New Jersey Board of Public Utilities pursuant to N.J.A.C 14:4-2.1 et seq.

The Firm should describe in detail how they will implement the GEA program for residents of the Township.

Proposal should include:

1. How your firm will work will Municipal Representatives,
2. Develop community outreach and public notifications,
3. Include samples documents and letters,
4. Outline your Company’s approach to optional resident opt out program,
5. Explain in detail your Company’s qualifications and experience to conduct an online reverse auction or an e-procurement electronic platform for acceptance of bids,
6. Provide any billing and payment terms for your services.

The Firm will advise as to how to structure bidding opportunities.

Services include but are not limited to the following:

Education:

Meet with Municipal representatives to explain the residential energy aggregation program and have them adopt the appropriation resolution. Create a formulable public outreach program and marketing strategies.

Data Collection:

This includes all work necessary in collecting, assembling and analyzing account data from each resident participant into a format that will generate maximum bid participation from the NJBPU licensed Third Party Suppliers. Firm should analyze data to determine appropriate means and method of procurement.

Development of Bid Specifications:

Recommend a procurement strategy which includes bid timing, contract duration, contract structure, pricing, pricing alternatives, and account classifications. Firm must prepare and organize energy usage data, compile technical specifications and all related bid documents.

Administration of Bid Process:

Once the bid is advertised, the Firm must contact all NJBPU licensed suppliers to make them aware of the bid and ensure that all suppliers received a bid package. Firm must attend bid Opening, review all responses, analyze all bid results, and provide its recommendations for award of contract. If bid results are not favorable to the Township, the Firm will make appropriate recommendations on how to proceed. In the event of an award, the Firm must work with winning supplier to ensure that the proper accounts are enrolled and or transitioned to the new supplier.

Energy Advisory Services:

Once the electric energy bid is authorized, the Firm must continue to monitor the electric energy contract for any potential problems with the supplier to the end of the contract. The Firm must continue to advise and provide support to the Township, including but not limited to such issues as the resolution of billing issues that may arise. The Firm must monitor all market conditions for subsequent bid opportunities, monitor regulatory changes that may affect future bids and be available to answer questions on the process and results. The Firm must monitor and evaluate Third Party Energy Suppliers' standing and services.

Client Relationship:

The Firm must meet with Municipal representatives during and after the bidding process, at the request of said members. The Firm must be available in person, by phone and by e-mail when necessary, and when asked for by a Township representative or municipal official, at no additional cost.

Firm History

This section shall address areas as outlined:

- a. Name and address of your Firm and the corporate officer authorized to execute agreements.
- b. Briefly describe your Firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
- c. Describe in general your Firm's regional, statewide, and local service capabilities.
- d. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the Township and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the Township.
- e. Provide a listing of local governmental clients with which you have similar contracts: include the name, address and telephone number of the person.
- f. Provide your Firm's insurance coverage as set forth in Part I, Section 5 of this RFP.
- g. Provide a statement of assurance to the effect that your Firm is not currently in violation of any regulatory rules and

Other Information:

This section is for any further pertinent data and information not included elsewhere in the RFP and found necessary by your Firm.

Part IV

Evaluation:

1. EVALAUTION CRITERIA

The methodology for awarding of competitive contracts is based on an evaluation and ranking, which shall include technical, management, and cost related criteria.

1. Proven record of experience, including references, In providing the type of services requested.
2. Understanding of the services requested (including completeness and clarity of submission) and qualitative nature of the services proposed.
3. Personnel qualifications (i.e. resumes of key personnel who will be responsible for and assigned to the work)
4. Location of office and availability of personnel.
5. Availability of personnel and ability to provide services in a timely manner.
6. Cost of services (i.e. pricing structure).

2. EXPERIENCE

The Township is seeking a Firm that has a significant amount of successful experience in providing energy consulting services to public entities, particularly public entities in New Jersey. The proposal should include a list of public entity references, preferably located in New Jersey- the more references, the better. The proposal should include the length of time that the Firm has provided energy consulting services to public entities in New Jersey. The Township is seeking a Firm with a demonstrated capability to provide the required services. The proposal should also include financial information that would demonstrate the size and experience of the Firm. A thorough knowledge of structure and history of energy markets should be demonstrated.

3. QUALIFICATIONS

In New Jersey, an energy consultant can be registered as an Energy Agent, a Private Aggregator, and/or an Energy Consultant. The Energy Consultant registration is a pre-requisite requirement for a firm to be able to exchange data electronically directly with the utilities in the State, and is therefore a required element of this RFP. All Firms must be registered with the State of New Jersey as an Energy Consultant.

4. STAFFING

Describe your current staffing, including years of experience, areas of expertise, advanced training and any licenses or honors held by your staff that may be pertinent to your consideration for the award of a contract.

5. FEES

A stated price per kilowatt-hour of electric usage to be included in price offered by the winning Third Party Supplier. The proposal must include a comprehensive, all-inclusive listing of all fees for all services that MAY be required in the course of providing the required energy consulting services. Care should be taken to make sure that all fees are expressed in a manner that is understandable. All fees included in the proposal are not subject to modification or negotiation at any time.

6. FACILITIES

This section should address areas as outlined. Firms where all activities are performed at one location should leave this paragraph blank.

OFFICE LOCATIONS

For your Firm's facilities which are located closest to Essex County, New Jersey, provide:

- a. The location.
- b. Firm personnel assigned to this location.
- c. The activities of the Firm performed at this location.

For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office.

P R O P O S A L

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

The undersigned hereby submits the enclosed proposal for the Residential Aggregation Consulting Services.

The undersigned hereby undertakes and promises to serve as the Residential Energy Aggregation Consultant provider and to do all work requested as appropriate and required herein as well as the contract documents concerning the same, including all written amendments and changes thereto, if any, which are incorporated herein by reference and made a part of this proposal.

COMPANY
NAME

ADDRESS

DATE

TELEPHONE

BY

(Signature and Title of Officer of Company authorized to execute a contract)

PRINT
NAME

EMAIL

Proposal to be submitted with two copies.

BIDDER'S CHECK LIST

- * Business Registration Certification _____
- * Stockholders Disclosure Statement _____
- * Affirmative Action Compliance Notice _____
- * Iranian Disclosure Form _____
- * Non Collusion Affidavit _____
- * Addenda Acknowledgment _____
- * Insurance Acknowledgment _____
- * Proposal Form _____
- * Bid Deposit _____

Please provide two additional copies of entire bid package.

BUSINESS REGISTRATION CERTIFICATE

IMPORTANT NOTICE

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below and if necessary, complete the stockholder list below.

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

(Affiant)

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

NOTARY PUBLIC

Sworn before me this ____ day of _____ 2021.

Signature of Notary Public
My Commission Expires:

SCHEDULE A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) -- N.J.A.C. 17:27 -- GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

(con't)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & BEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
Yes _____ {If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A.10:5-31, *et seq.*, and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within the time frame stipulated.

WEST ORANGE REQUEST FOR PROPOSAL

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

- ☐ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☐ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

WEST ORANGE REQUEST FOR PROPOSAL

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

WEST ORANGE REQUEST FOR PROPOSAL

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than *the* recipient of the bid and will not be communicated *to any* person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

(Signature) _____

Subscribed and sworn to

Before me this day _____ of 20 _____

AFFIANT _____

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 _____

WEST ORANGE REQUEST FOR PROPOSAL

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Municipal Clerk's Office upon award of contract by the Mayor and Township Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

This form must be completed, signed and returned with RFP.

WEST ORANGE REQUEST FOR PROPOSAL

TOWNSHIP OF WEST ORANGE

NON CONFLICT OF INTEREST CERTIFICATION

**REQUEST FOR PROPOSAL
FOR
Residential Energy Aggregation Consultant**

The undersigned certifies to the Township of West Orange, County of Essex, State of New Jersey that in performing services to the Township he/she is aware of no circumstance that would constitute a conflict of interest, financial or otherwise, between him/her (or his/her firm) and the interests of the Township.

The undersigned certifies that he/she has made a search of his/her firm's client base and has executed this certification subsequent to such search.

The undersigned acknowledges this a continuing certification, and shall remain in effect for the term of the services contained in the solicited request for proposal. I certify that the foregoing statements made by me are true and accurate to my personal knowledge; I am making this certification in good faith. I am aware that if any of the foregoing statements made by me are false, the Board is free to terminate any professional service agreement entered into with the undersigned and/or his or her firm.

Certifying Official:

PRINT NAME: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

RESOLUTION

WHEREAS, on April 25, 2001, a mortgage was made by Ralph Panciello owner of the property at 12 Crystal Avenue (the “Property”) as part of a loan through the West Orange Housing Rehabilitation Program in the amount of \$15,000; and

WHEREAS, the mortgage for the Property was recorded on July 11, 2001 with the Essex County Register of Deeds and Mortgages in Book 7822, Page 83; and

WHEREAS, Ralph Panciello passed away and the Estate of Ralph Panciello is finalizing the sale of the Property to a buyer; and

WHEREAS, to finalize the sale of the Property, the \$15,000 due on the mortgage has been paid to the Township of West Orange (the “Township”) the Owner from the proceeds of the sale of the Property in full satisfaction of the mortgage; and

WHEREAS, a Discharge of Mortgage has been prepared, annexed hereto as Exhibit “A,” for execution and recording with the Essex County Register of Deeds and Mortgages.

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute the Discharge of Mortgage, annexed hereto as Exhibit “A,” as to the Property; and be it further

RESOLVED that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Discharge of Mortgage concerning the Property; and be it further

RESOLVED that a copy of the Resolution shall be made available in the Clerk’s office in accordance with applicable law.

Karen Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

Exhibit “A”

DISCHARGE OF MORTGAGE

A certain Mortgage dated April 25, 2001 was made by Ralph Panciello, 12 Crystal Avenue, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$15,000.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on July 11, 2001 in Mortgage Book 7822, Page 83.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and Certify to this Discharge of Mortgage on

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY

OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY

OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person): Mayor Robert D. Parisi

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:
Community Action Services
PO Box 6025
East Brunswick, NJ 08816

Print Name/Stamp & Seal

RESOLUTION

WHEREAS, on February 19, 2019, the Township Council for the Township of West Orange (the “Township”) adopted Resolution 67-19 pursuant to N.J.S.A. 40A:11-4.1(b)(1) of the Local Public Contracts Law (the “LPCL”) which authorized the Township to utilize Competitive Contracting in lieu of public bidding for the procurement and award of a Contract for the Operation, Management and Maintenance of Rock Spring Golf Club located at 90 Rock Spring Road in the Township of West Orange, County of Essex, State of New Jersey (the “Rock Spring Club”); and

WHEREAS, the Contract for the Operation, Management and Maintenance of Rock Spring Club is set to expire on December 31, 2021; and

WHEREAS, the Township prepared and advertised a Request for Proposal (the “RFP”) soliciting proposals from prospective vendors to operate, manage, and maintain the Rock Spring Club; and

WHEREAS, on June 22, 2021, the Township received a single proposal which was submitted by Kemper Sports of Northbrook, Illinois (“Kemper”) who is also the incumbent vendor currently operating, managing and maintain the Rock Spring Golf Course; and

WHEREAS, the seeks to award the Qualified Management and Maintenance Contract, annexed hereto as Exhibit “A” (the “Contract”) to Kemper.

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to enter into the Contract with Kemper on the terms and conditions set forth in the Contract, annexed hereto as Exhibit “A;” and

BE IT FURTHER RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature;

and

BE IT FURTHER RESOLVED that a copy of this award shall be advertised in accordance with applicable law and available for inspection by the public.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

Exhibit “A”

Qualified Management and Maintenance Contract

THIS OPERATING AGREEMENT ("Agreement") is made and entered into this 31th day of July 2021, to be effective as of this ___th day of January 1, 2022 (the "Effective Date"), by and between the Township of West Orange (the "Township") and KemperSports Management, Inc., with its offices located at 500 Skokie Boulevard, Suite 444, Northbrook, IL 60062 ("the "Contractor") (collectively the "Parties").

WHEREAS, on the Township is the owners of the property at 90 Rock Spring Road, also known as Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map (the "Property"); and

WHEREAS, the Property includes an 18 hole Par 71 golf course (the "Golf Course") and facilities including the Golf Course, the Clubhouse, and ancillary facilities for support of the Golf Course operations (the "Golf Course Facilities"); and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1, et. seq. of the Local Public Contracts Law (the "LPCL"), the Township advertised and published a Request for Proposal, annexed hereto as Exhibit "A" (the "RFP") containing the proposed terms and conditions for a vendor to operate the Golf Course and Golf Course Facilities; and

WHEREAS, on June 22, 2021, the Township received the proposal from the Contractor as the only response to the RFP, annexed hereto as Exhibit "B" (the "Proposal").

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Terms and Conditions of the RFP – The Parties agree that the operation, management and maintenance of the Golf Course and Golf Course Facilities shall be performed by the Contractor pursuant to the terms and conditions set forth in the RFP, annexed hereto as Exhibit "A." The parties agree that the terms and conditions set forth in the RFP are incorporated by reference into this Agreement as if it was stated in full herein.

2. Terms and Conditions of the Proposal – The Parties agree that that the terms and conditions which are not expressly required in the RFP, but provide for in the Proposal, annexed hereto as Exhibit "B" shall also be required as conditions under this Agreement. The parties agree that the terms and conditions set forth in the Proposal are incorporated by reference into this Agreement as if it were stated in full herein.

3. Conflicts between RFP and the Proposal – The Parties acknowledge and agree that in the event that a particular term or condition of the RFP conflicts with a term or condition set forth in the Contractor's Proposal, the term or condition of the RFP shall govern over the term or condition of the Proposal.

4. Exceptions – Notwithstanding paragraphs 1 through 3 of this Agreement, the parties agree that the following exceptions included in the Contractor's Proposal shall govern, as specifically submitted separated as instructed in Section 3.13 of the RFP:

[NONE]

5. Payment Schedule – The Parties agree to the Payment Schedule as set forth in Section 2.4 of the RFP, as follows:

- (a) First, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Golf Course Fee to the Township;
- (b) Second, Operating Expenses shall be paid from the Gross Revenues less the Golf Course Fees to the Township. If the balance of the Gross Revenues less the Golf Course Fees is less than the amount necessary to pay for the Operating Expenses, the Contractor shall be responsible for the payment of any outstanding Operating Expenses.
- (c) Third, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Management Fee to the Contractor conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a) and Paragraph 5 (b).
- (d) Fourth, three percent (3%) of the Gross Revenues shall be allocated for deposit into a Capital Improvement Account to be set up by the Township which shall be dedicated for use towards Capital Improvements for the Golf Course Facilities and the Property conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a), Paragraph 5(b), and Paragraph 5(c).
- (e) Fifth, the expenses related to the debt service from the Township's bonding for Capital Improvements to be commenced during the term of the Contract shall be paid from the Gross Revenues conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a), Paragraph 5(b), Paragraph 5(c), and Paragraph 5(d).
- (f) Sixth, the remaining balance of the Gross Revenues following satisfaction of the required allocations in Paragraph 5(a), Paragraph 5(b), Paragraph 5(c), Paragraph 5(d),

and Paragraph 5(e) shall be allocated evenly between the Township and the Contractor.

The Contractor shall collect all revenues from the operation of the Golf Course Facilities, the allocation of the Gross Revenues under this Payment Scheduled shall be performed on a monthly basis along with the preparation of a monthly certified reports outlining the expenses and revenues from the operations of the Golf Course Facilities. These monthly certified reports shall provide detailed breakdowns as to the specific revenues and expenses for each facility (i.e. food and beverage concessions, Primary Fees).

6. Contract Compliance Officer – Contractor agrees to the payment of a \$1,000 per month fee to fund a Contract Compliance Officer which shall be included as an Operating Expense pursuant to Paragraph 5(b). Contractor agrees to authorize and allow the Contract Compliance Officer to perform periodic inspections of the Contractor's operations of the Golf Course Facilities and to have full and complete access to all personnel and documents needed to insure compliance with this Contract.

7. Limitation of Liability. Neither Party nor any of its indemnified persons shall be liable to any other Party or its indemnified persons for any special, punitive, exemplary, incidental, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement or in tort. This provision shall survive the termination or expiration of this Agreement.

8. Notices. All notices, demands, requests and other communications provided for under this Agreement, except for real-time or routine communications between the designated representatives concerning the services provided pursuant to this Agreement or any term or condition of this Agreement, will be in writing addressed to the respective Party, as the case may be, at the following addresses. Either Party may change the address to which notices are sent or the designation of its designated representative by written notice to the other. Notice will be deemed to have been given (a) when presented personally, upon receipt, (b) when sent by a nationally recognized overnight courier service, on the date delivered to the addressee, (c) when sent by mail, postage prepaid, registered or certified, return receipt requested, on the date delivered to the addressee or (d) when sent by facsimile or other electronic transmission, on the date of electronic confirmation of transmission (if sent on a Business Day before 5:00 p.m. Eastern Prevailing Time) or the first Business Day thereafter (if sent at any other time). The names and addresses for the service of notices referred to in this Section and the designated representatives are:

To Contractor: Kemper Sports Management, Inc.
500 Skokie Boulevard / Suite 444
Northbrook, IL 60062
Attn: Steve Skinner, Chief - Executive Officer

To the Township: Township of West Orange
66 Main Street

West Orange, NJ 07058
Attn: Clerk of the Township of West Orange

With a copy to: Richard D. Trenk, Esq.
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, NJ 07039

9. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties, or to impose any partnership duty, obligation or liability on the Parties. No Party shall act as agent of the other, have the authority or hold itself out as having the authority to bind the other Party to any contract, obligation or commitment or take any other action on behalf of the other Party, in each case except as expressly set forth in this Agreement.

10. Assignment. This Agreement may not be assigned by the Contractor without the prior written consent of the Township, which consent shall not be unreasonably withheld or delayed.

11. Further Assurances. Each Party hereby undertakes to take or cause to be taken all actions, including the execution of additional instruments or documents, necessary to give full effect to the provisions of this Agreement.

12. Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right.

13. Governing Law. This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of New Jersey, without reference to principles of conflicts of laws there under. The jurisdiction and venue of any action or claim between the parties shall be the Superior Court of New Jersey, Essex Vicinage.

14. Entire Agreement. This Agreement, together with the RFP, the Proposal, Exhibits and Schedules hereto, constitute the entire agreement and understanding between the Contractor and the Township with respect to the subject matter hereof and supersedes all other prior oral and/or written agreements relating to the subject matter hereof, which are of no further force or effect. The RFP, Proposal, Exhibits and Schedules referred to herein are integral parts hereof and thereof and are made a part of this Agreement by reference. Each Party acknowledges that it and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

15. Amendments. No amendment, modification, waiver, change or addition hereto shall be effective or binding on any of the Parties hereto unless the same is in writing and signed by each of the Parties hereto.

16. Waivers. Any waiver, express or implied, by any Party of any right or of any failure to perform or breach of this Agreement by any other Party shall not constitute or be deemed as a waiver of any other right or of any other failure to perform or breach of this Agreement by such other Party, whether of a similar or dissimilar nature.

17. Severability. In the event of the invalidity or unenforceability of any provision of this Agreement, the validity or enforceability of the other provisions hereof shall not be affected and the Parties shall substitute for such invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intended effect of the invalid or unenforceable provision.

18. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

19. Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile delivery of the signature page of a counterpart to the other Parties, and if delivery is made by facsimile, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Parties, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:

KEMPERSPORTS MANAGEMENT, INC.

By: _____



Exhibit “A”

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

**FOR OPERATION, MANAGEMENT AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE**

ESSEX COUNTY

STATE OF NEW JERSEY

ISSUE DATE: May 15, 2021

DATE FOR RECEIPT OF PROPOSALS: June 18, 2021 at 1:00 P.M

TOWNSHIP OF WEST ORANGE
REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE

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TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

**FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE**

NOTICE TO RESPONDENTS

IMPORTANT, RESPONDENTS MUST REGISTER. SEE BELOW FOR DETAILS.

Pursuant to N.J.S.A. 40A:11-4.1 et seq., the Township of West Orange (the “Township”) has issued a “Request for Proposals for Operation, Management, and Maintenance Services for the Golf Course and Clubhouse Facility at Rock Spring Golf Course,” dated **May 15, 2021** (the “RFP”). This procurement is being undertaken pursuant to competitive contracting provisions of the Local Public Contracts Law as specified under N.J.S.A. 40A:11-4.1(b)(2). Proposals are being solicited through, and the RFP is being issued in accordance with, a fair and open process under the State Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et. seq.

Sealed proposals must be received by the Township on or before **1:00 pm, prevailing time, on June 18, 2021**. Proposals must be delivered to:

Paula Reynolds
Acting Purchasing Agent
Township of West Orange
66 Main Street
West Orange, New Jersey, 07052

The Facilities that are the subject of this RFP include:

(1) Rock Spring Golf Course, located at 90 Rock Spring Road in West Orange, Essex County, New Jersey is a unique facility spread across 137.92 acres. Rock Spring is home to an 18 hole Par 71 golf course designed by noted architects Charles “Steamshovel” Banks and Seth Raynor. The second nine was seeded in the April of 1927 and play began on the full eighteen holes in the spring of 1928. Modifications to the course have been made by various architects in subsequent years. The course has played host to the New Jersey State Open (1981, 1990, and 2000, 2009), the US Healthcare Classic, and many state PGA and USGA qualifying events.

(2) The Rock Spring Clubhouse, located on the Rock Spring Golf Course is a 26,400 square foot two (2) floor structure which includes casual and formal dining rooms, banquet facilities, and a seasonal outdoor patio area with a built-in barbeque equipment, and a swimming pool overlooking Cable Lake. The amenities include men’s and women’s locker rooms, a card room, and a golf shop that measures approximately 1,100 square feet. The second floor of the Rock Spring Clubhouse is occupied by the ladies locker room and administration offices located at the

North and South end of the building. The Rock Spring Clubhouse also include a full services Pro Shop area as well as two (2) full bar areas. Although not physically located in the structure, the concession areas on the Golf Course, including the "Halfway House" shall be considered part of the Rock Spring Clubhouse under this RFP and any awarded Contract.

Details concerning the Proposal Documents are set forth in the RFP, available by email upon request to the Township's Acting Purchasing Agent Paula Reynolds at PReynolds@westorange.org or a hard copy may be obtained from Paula Reynolds at the above address, by appointment during regular business hours, upon payment of fifty (\$50) dollars.

Bid security in the form of a certified check, cashier's check or proposal bond in the amount of \$20,000 must be submitted with the Proposal, which will be forfeited to the Township as liquidated damages if the Successful Respondent fails to properly execute and deliver the Contract and performance security as required by the RFP.

REGISTRATION: Each Respondent must register with the Township to: (i) indicate that it intends to submit a Proposal, (ii) provide the name of its contact person and contact information (name, company, address, phone, cell, fax, and e-mail address) for any and all communications during the RFP process, (iii) whether it intends to attend the Pre-Proposal Submission Meeting, and (iv) provide a list of Respondent's representatives who will attend the site tour. Details regarding registration are contained in Section 1.7 of the RFP.

A Pre-Proposal Submission Meeting shall be held on **June 3, 2021 at 10:00 am** at Rock Spring Golf Course at 90 Rock Spring Road, West Orange, New Jersey 07052. The Township highly recommends that potential Respondents attend¹. In the event of inclement weather on June 3, 2021, the Pre-Proposal Submission Meeting shall be held on June 4, 2021 at 10:00 am.

Additionally, Respondents are required to comply with the following New Jersey statutes: N.J.S.A. 52:25-24.2 (Statement of Ownership) and N.J.S.A. 10:5-31 (Affirmative Action Program, Equal Employment Opportunity), N.J.S.A. 52:32-44 (Business Registration of Public Contractors), the Americans with Disabilities Act of 1990, N.J.S.A. 34:11-56.25 et seq. (Prevailing Wage), and N.J.S.A. 52:32-55, et. seq. (Investment Activities in Iran).

All comments and questions concerning the RFP must be directed in writing to Paula Reynolds, Acting Purchasing Agent for the Township, at 66 Main Street, West Orange, NJ 07052, or by email at PReynolds@westorange.org, with a copy to Richard D. Trenk, Esq., Counsel for the Township, via email, rtrenk@trenkisabel.com.

Site tours of the Golf Course Sites will be conducted immediately following the Pre-Proposal Submission Meeting on **June 3, 2021**.

¹ Due to the ongoing COVID-19 pandemic, Respondents shall be limited to two (2) attendees for the Pre-Proposal Submission Meeting. All attendees shall be required to wear masks and observe all social distancing rules and requirements.

Each Respondent shall submit one (1) original and nine (9) copies of its proposal, together with a PDF of the proposal on a CD or jump drive, in sealed envelopes bearing the name of the Respondent and marked:

"GOLF COURSE OPERATIONS, MANAGEMENT AND MAINTENENCE SERVICES"

If sealed proposals are enclosed in boxes, the boxes must be clearly marked as set forth above.

The Township reserves the right to reject any and all proposals, to waive any informalities or to accept the proposal that, in its judgment, shall be determined to be in the best interest of the Township. Proposals must be prepared and submitted in standard proposal form in the manner designated within the Proposal Documents.

By Order of the Township of West Orange

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

FOR OPERATION, MANAGEMENT, AND MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE

GLOSSARY

For purposes of this RFP, the following terms shall have the meanings set forth below.²

“Ancillary Facilities” means those facilities that support the Golf Course operation. These include, but are not limited to: maintenance building and area, irrigation pump house, and patron/employee parking lot located on the Property.

“Applicable Law” means any permits, licenses or approval, and any federal, State or local statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Authority relating to this RFP, the Contract, the Township, or the Golf Course Facility.

“Capital Improvements” means larger scale improvement projects which the Township anticipates for the Property and certain Golf Course Facilities that have a useful life of more than five (5) years.

“Clubhouse” means the 26,400 square foot two (2) floor structure and all of the amenities included therein, including the golf shop, swimming pool, barbecues, and food and beverage facilities, including the concession areas located on the Golf Course, commonly referred to as the “Halfway House.” It is the intention of the Township to close the existing Clubhouse and for temporary quarters to be established during the term of this Contract.

“Company” or “Successful Respondent” means the Respondent, if any, selected by the Township to provide the Services under this RFP.

“Contract Compliance Officer” means a third party retained by the Township to monitor compliance with the terms and conditions of the Contract.

“Excluded Facilities” means the facilities on the Property which are expressly excluded from the scope of the management and operations required pursuant to the Qualified Management and Maintenance Contract, including the: (i) tennis courts, (2) paddle tennis courts, and (3) swimming pool.

² The definitions contained in this Glossary are presented solely for purposes of this RFP and do not purport to be comprehensive or definitive.

“Golf Course” means the 18 hole Par 71 golf course located at 90 Rock Spring Road in West Orange, New Jersey, together with related practice facilities, including but not limited to putting greens and on-course appurtenances such as accessories, signage, food and beverage facilities, irrigation system and other chattels or improvements located on the Property as of the date of this RFP necessary or useful in the operation of the Golf Course and Golf Course Facilities.

“Golf Course Facilities” means (1) the Golf Course, (2) the Clubhouse, and (3) certain Ancillary Facilities, all located on the Property. Golf Course Facilities expressly exclude the Excluded Facilities.

“Golf Course Fees” means the payments from the Successful Respondent to the Township representing 7.5% of the Gross Revenues.

“Golf Professional” means a licensed Class “A-1” member of the Professional Golf Association.

“Governmental Authority” means any federal, state or local legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court, tribunal, or other public body, person or entity having jurisdiction over a Party to the Qualified Management Contract, the Golf Course Facilities or the Contract.

“Gross Revenues” means all revenues generated from all of the Golf Course Facilities.

“Maintenance” means the repair, replacement and provision of all on-course items necessary for the operation of a first-class daily fee golf course which shall have a useful life of five (5) years or less, including but not limited to: on-course accessories; bunker sand; bunker rakes; benches; bunker liners; scorecards; golf pencils; irrigation system components; golf carts; golf cart components; and any other items necessary to meet the obligations under the Contract.

“Management Fees” means the 7.5% of the Gross Revenues to which the Successful Respondent shall be paid on a monthly basis from the revenues of the Golf Course Facilities after satisfaction of the Golf Course Fees and all operating expenses for the Golf Course Facilities.

“Net Revenues” means all revenues generated from all of the Golf Course Facilities less all expenses for the operations of the Golf Course Facilities.

“Operating Expenses” means all of the expenses incurred in maintaining and operating the Golf Course Facilities consistent with the requirements set forth in this RFP.

“Payment Schedule” means the fee structure of the Contract pursuant the reimbursements and allocation of the Gross Revenues as set forth in Section 2.4 of this RFP.

“PGA” means Professional Golfers Association of America.

“Primary Fees” means the green fees, golf pass surcharge fees, all other green fees, golf cart fees, and pull cart fees to be charged by the Successful Respondent.

“Property” means the real property located at 90 Rock Spring Road, also known as Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map.

“Proposals” means responses to this RFP.

“Proposal Documents” means this RFP and all notices and appendices attached hereto as amended and supplemented by any responses to questions or addenda issued by the Township as part of the RFP process.

“Proposed Procurement Schedule” means the proposed procurement schedule set forth in Section 1.10 of this RFP as may be amended from time to time by the Township through the issuance of one or more addenda.

“Qualified Management and Maintenance Contract” or “Contract” means the agreement for operation, management, and maintenance services for the Golf Course Facilities attached hereto as **Appendix A-1**.

“Respondents” means the firms that submit proposals in response to this RFP.

“RFP” means this “Request for Proposals for Operation, Management, and Maintenance Services for the Golf Course Facilities at Rock Spring Golf Course” dated May 15, 2021.

“Secondary Fees” means the rates charged by the Successful Respondent for food and beverage concessions, merchandise sold in the golf shop, and rental clubs.

“Senior” means an individual who is sixty (60) years of age or older.

“Services” means the services for which this RFP is being issued as more fully set forth in **Appendix A-4**.

“Township” means the Township of West Orange, Essex County, New Jersey.

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

FOR OPERATION, MANAGEMENT, AND MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for their Proposal to be considered by the Township in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:

		CHECK
(a) Appendix B-1	Qualified Operation, Management, and Maintenance Contract Proposal Sheet.....	()
Appendix B-2	Respondent Information/Cover Letter.....	()
Appendix B-3	Consent of Surety.....	()
Appendix B-5**	Agreement for Proposal Security in Lieu of Proposal Bond.....	()
Appendix B-6**	Proposal Bond.....	()
Appendix B-7	Ownership Disclosure Statement.....	()
Appendix B-10	Statement of Respondent's Qualifications.....	()
Appendix B-11	Acknowledgment of Receipt of Addenda.....	()
Appendix B-13	Disclosure of Investment Activities in Iran.....	()

****Provide Appendix B-5 or B-6, as applicable (Proposal Bond, Cashier's Check or Certified Check (RFP Section 4.2))**

(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:

(a) Appendix B-8	Non-Collusion Affidavit.....	()
Appendix B-9	Consent to Investigation.....	()
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language.....	()
Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control.....	()
Appendix B-15	Proposal Checklist.....	()

(b) Business Registration Certificate (*RFP Section 4.12*) ()

A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** should be included with the proposal as it must be received by the Township prior to the award of the contract. The BRC provided must show that the Respondent was registered at the time of receipt of proposals or the proposal will be rejected.

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

FOR OPERATION, MANAGEMENT, AND MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE

ARTICLE I

INTRODUCTION AND OVERVIEW

Section 1.1 Introduction

The Township of West Orange (the “Township”) is in the process of seeking proposals from qualified firms to provide Operation, Management, and Maintenance Services in connection with the Township's Golf Course Facilities.

The following golf Course Facilities are the subject of this RFP:

(1) Rock Spring Golf Course, located at 90 Rock Spring Road in West Orange, Essex County, New Jersey is a unique facility spread across 137.92 acres. Rock Spring is home to an 18 hole Par 71 golf course designed by noted architects Charles “Steamshovel” Banks and Seth Raynor. The first nine holes opened for play on September 3, 1927, the second nine was seeded in the April of 1927 and play began on the full eighteen holes in the spring of 1928. Modifications to the course have been made by various architects in subsequent years. The course has played host to the New Jersey State Open (1981, 1990, and 2000, 2009), the US Healthcare Classic, and many state PGA and USGA qualifying events.

(2) The Rock Spring Clubhouse, located on the Rock Spring Golf Course is a 26,400 square foot two (2) floor structure which includes casual and formal dining rooms, banquet facilities, and a seasonal outdoor patio area with a built-in barbeque equipment, and a swimming pool overlooking Cable Lake. The amenities include men’s and women’s locker rooms, a card room, and a golf shop that measures approximately 1,100 square feet. The second floor of the Rock Spring Clubhouse is occupied by the ladies locker room and administration offices located at the North and South end of the building. The Rock Spring Clubhouse also include a full services Pro Shop area as well as two (2) full bar areas. Although not physically located in the structure, the concession areas on the Golf Course, including the “Halfway House” shall be considered part of the Rock Spring Clubhouse under this RFP and any awarded Contract.

Collectively these facilities shall be referenced herein as “**Golf Course Facilities**”.

Firms submitting proposals in response to this RFP (“**Proposals**”) are referred to herein as “**Respondents**,” and the Respondent, if any, selected by the Township under this RFP shall be referred to as “**Successful Respondent**” or “**Company**.” The Successful Respondent will be

required, pursuant to the Contract attached hereto as **Appendix A**, to comply with the terms and conditions included therein and required by this RFP.

This procurement is being undertaken in accordance with the competitive contracting provisions of the Local Public Contracts Law, specifically, N.J.S.A. 40A:11-4.1 (2) & (3), et. seq. Proposals are also being solicited through, and this RFP is being issued in accordance with, a fair and open process pursuant to the State Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et. seq.

Section 1.2 Facilities Included in this Procurement

The Golf Course Facilities consist of (1) the Golf Course, (2) the Clubhouse, and (3) certain Ancillary Facilities, all located on the Property. The Golf Course Facilities expressly exclude the Excluded Facilities as enumerated in this RFP.

Section 1.3 Reserved

Section 1.4 The RFP

The Township has issued this RFP as authorized by resolution of the Township Council on February 19, 2019 (Authorizing Resolution attached hereto as **Appendix A-2**). Proposals received by the Township shall become the property of the Township. The RFP has been issued solely for the purpose of soliciting Proposals as described in this RFP. No license or grant is conferred or implied to Respondents or to any other person for any purpose.

Section 1.5 Communications Regarding RFP

All comments and questions concerning the RFP must be submitted in writing, by **June 7, 2021 to:**

Paula Reynolds
Purchasing Agent
Township of West Orange
66 Main Street
West Orange, New Jersey, 07052
E-mail: PReynolds@westorange.org

with a copy to:

Township Attorney
Richard D. Trenk, Esq.,
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, New Jersey 07039
E-mail: rtrenk@trenkisabel.law

Mark Y. Moon, Esq.,
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, New Jersey 07039
E-mail: mmoon@trenkisabel.law

Section 1.6 Proposal Submission Date

One (1) original and nine (9) copies of sealed Proposals, together with a PDF of the Proposal on a CD or jump drive, must be received by the Township on or before **1:00 p.m.**, prevailing time, **June 18, 2021**, at which time Proposals will be publicly opened and announced. Proposals must be delivered to:

Paula Reynolds
Acting Purchasing Agent
Township of West Orange
66 Main Street
West Orange, New Jersey, 07052

Respondents shall assume full responsibility for timely delivery at the location designated for the receipt of Proposals. Proposals received after the date and time set forth above shall be returned to the Respondent unopened, and will not be considered by the Township. Subsequent to the issuance of the RFP, the Township may issue addenda to the RFP to modify, supplement or amend the provisions of this RFP, including the Proposed Procurement Schedule. The addenda will constitute part of the RFP and each Respondent is required to acknowledge receipt of all addenda at the time of submission of its Proposal by executing and submitting the Acknowledgment of Receipt of Addenda (**Appendix B-11**).

Section 1.7 Registration Required

Each Respondent must register with the Township: (i) that it intends to submit a Proposal, (ii) providing the name of its Contact Person and contact information (**name, company, address, phone, cell, fax, and e-mail address**) for all communications during the RFP process, (iii) whether it intends to attend the Pre-Proposal Submission Meeting discussed in Section 1.8, below, and (iv) to provide the Township with a list of Respondent's representatives who will attend the site tours discussed in Section 1.9 of this RFP.

Respondents should register by requesting a copy of the RFP and by e-mailing the information required by (i), (ii), (iii) and (iv), above, to Paula Reynolds, at PReynolds@westorange.org and/or mailing a copy to Paula Reynolds, Acting Purchasing Agent, Township of West Orange at 66 Main Street, West Orange, NJ 07052.

Section 1.8 Pre-Proposal Submission Meeting

A Pre-Proposal Submission Meeting shall be held on **June 3, 2021 at 10:00 AM** at the Clubhouse at Rock Spring, Golf Course at 90 Rock Spring Road, West Orange, New Jersey, 07052. The Township highly recommends that potential Respondents attend³. In the event of inclement weather on June 3, 2021, the Pre-Proposal Submission Meeting shall be held on June 4, 2021 at 10:00 am. A site tour, discussed in Section 1.9, below, will be conducted immediately after the Pre-Proposal Meeting. Respondents are also encouraged to have, at a minimum, the persons responsible for preparing the Proposal in attendance at the Pre-Proposal Submission Meeting.

Section 1.9 Site Tours of the Golf Course Facilities

The Township shall make the Golf Course Facilities available for inspection immediately following the Pre-Proposal Submission Meeting on **June 3, 2021**. Prior to the site tour, Respondents must submit a list of attendees to the Township, via e-mail to Paula Reynolds, Acting Purchasing Agent for the Township at PReynolds@westorange.org. Such list should include the names and positions of all persons whom Respondent, in its sole discretion, deems necessary in order for Respondent to submit an informed Proposal. If the Golf Course Facilities site tour cannot be completed on the same day because of the number of attendees, inclement weather or other unforeseen events, the Township will schedule the site tour date by appointment at a time convenient for the Township.

The Township anticipates that representatives of the Township shall participate in the site tour. Contact persons shall be notified, via e-mail, of any updates or changes to the site tours meeting times and locations.

Neither the Township nor the Township will accept any responsibility regarding potential injury to person or property of Respondents or any of their accompanying parties and/or guests during the site tours. Respondents and all attendees should take care in participating in the site tours. By participating in the site tours, all attendees, including Respondents and any accompanying parties and guests, are deemed to have assumed any and all risks associated with such participation, and all who participate in the site tours expressly waive any claims or rights related to any of the foregoing that may arise out of participation in the site tours.

Section 1.10 Proposed Procurement Schedule

1. RFP is Issued	May 15, 2021
2. Pre-Proposal Conference	June 3, 2021 (Backup Date: June 4, 2021)
	June 3, 2021

³ Due to the ongoing COVID-19 pandemic, Respondents shall be limited to two (2) attendees for the Pre-Proposal Submission Meeting. All attendees shall be required to wear masks and observe all social distancing rules and requirements.

3. Site Tours	(Backup Date: By Appointment)
4. Last Date for Submission of Written Questions	June 7, 2021
5. Proposals Due	June 18, 2021
6. Interviews for Qualified Management Contract	Optional at the Township's Discretion
7. Issuance of Evaluation Report	August 13, 2021
8. Township Meeting to Accept Report and Recommend Award to Township	August 17, 2021
9. Meeting to Award Contract	August 17, 2021
10. Execution of Documents	August 24 2021

The Township reserves the right to change this schedule from time-to-time, as circumstances warrant, and no Respondent shall rely on this schedule as a commitment on the part of the Township to proceed within that timeframe.

Section 1.11 Review and Evaluation

The objective of the Township in seeking Proposals to this RFP is to enable it to recommend a Successful Respondent to the Township that will provide the most complete, dependable and cost-effective Proposal. Using the criteria set forth in Section 5.3 of this RFP, Proposals will be evaluated in terms of the reasonableness of the costs proposed, claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the ability of the Respondents to perform, and conformance with the requirements of this RFP.

Section 1.12 Conditions Applicable to Proposals

By responding to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

1. The issuance of the RFP is not intended to, and shall not be construed to commit the Township to execute any contract.
2. The Township reserves the exclusive rights set forth in Section 1.13 hereof.
3. Neither the Township, nor any of their respective consultants shall be liable for any claims or damages resulting from the solicitation or receipt of Proposals in response

to this RFP, nor will there be any reimbursement to Respondents for the cost of preparing the Proposal or for participating in the RFP process.

4. By submitting a Proposal in response to the RFP, the Respondent accepts and consents to the procurement process selected (and implemented) by the Township, and the Respondent waives any and all claims to same.
5. All Proposals submitted in response to this RFP will become the property of the Township and subject to public disclosure under the Open Public Records Act, and will not be returned.
6. All activities related to the implementation of the Contract as described herein, shall be subject to compliance with all Applicable Law.
7. Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFP), at the times and in the manner specified in this RFP, may result in the rejection of the Proposal by the Township.
8. All documentation and information provided by the Township in connection with this RFP is believed to be accurate and correct; however, the Township assumes no responsibility for and makes no guarantees as to the accuracy of the information provided. Each Respondent is instructed to notify the Township in accordance with Section 1.5 hereof if it believes that any information provided herein is not accurate and/or correct.

Section 1.13 Rights of the Township

The Township reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to the RFP and the Proposal process:

1. To reject all Proposal(s) or any Proposal(s) deemed to be nonresponsive to the RFP.
2. To supplement, amend, or otherwise modify the RFP.
3. To change or alter the schedule for any events called for in the RFP. The Township shall use commercially reasonable efforts to maintain the Proposed Procurement Schedule set forth in Section 1.10, but failure to do so shall not serve as a basis for any challenge under this RFP, to which all Respondents agree by their submission of a Proposal.
4. To conduct investigations of any or all of the Respondents and their Proposals as the Township deems necessary or convenient, to clarify the information provided as part of the Proposal, including discussions with contact persons of prior clients, regulatory

agencies and visits to any facilities or projects referenced in its Proposal, and to request additional information to support the information included in any Proposal.

5. To decline to make an award of a contract under this RFP for any purpose.
6. To abandon this procurement process at the Township's convenience at any time, for any reason.
7. To select the Proposal that, in the Township's sole judgment, best serves the interests of the Township, consistent with the evaluation and selection process set forth in Article V of this RFP.
8. To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.
9. To make an award of a contract under this RFP subject to final adoption of all necessary authorizations.
10. To interview any or all Respondents in an effort to clarify their Proposals.

1.14 Examination of Documents, Familiarity with the Requirements of the RFP

It is the responsibility of each Respondent, before submitting a Proposal, to examine the Golf Course Facilities and the Proposal Documents thoroughly, and become familiar with and consider all Applicable Law that may affect compliance with the terms and conditions of the Contract, if awarded, and/or the obligations of the Successful Respondent under this RFP.

Should a Respondent find discrepancies or ambiguities in, or omissions from the RFP, or should a Respondent be in doubt as to the meaning of any provision in the RFP, Respondent shall immediately notify the Township in writing, seeking an interpretation or correction in accordance with Section 1.5. Each Respondent is responsible for confirming receipt of any facsimile or email materials to the Township.

Any interpretation or correction of the RFP will be made by the Township by written addenda available to all Respondents through publication, posting on the Township's website, and through an e-mail notification to Respondents' respective Contact Persons. Addenda so issued will become part of the RFP. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Respondent or by the Township.

Before submitting a Proposal, each Respondent, at its own expense, shall make or request or obtain any additional inspections, examinations, or studies and obtain any additional data and information that the Respondent deems necessary to complete its Proposal. The failure or omission of the Respondent to receive and examine any form, instrument or document, or to make required inquiries, shall not relieve the Respondent from any obligations and responsibilities relating to the requirements of this RFP, the Contract, or its Proposal.

The submission of a Proposal will constitute a conclusive and binding representation by the Respondent that Respondent has agreed to, and complied with, every requirement of this RFP, that the procurement process chosen by the Township has been conducted and implemented in a legally permissible manner and that the Proposal documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performance hereunder.

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

FOR OPERATION, MANAGEMENT, AND MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE

ARTICLE II

SCOPE OF REQUEST FOR PROPOSALS

Section 2.1 Services Being Procured

The Successful Respondent will be required to enter into a Contract in a form substantially similar to the Contract attached to this RFP as **Appendix A-1** if an award is made.

The Contract will require the Successful Respondent to perform Operation, Management, And Maintenance Services as set forth in **Appendix A-4** for a period of five (5) years, and such services (collectively the “Services”).

The Successful Respondent shall perform the Services under the Contract at all times in compliance with all Applicable Laws and in accordance with the terms and provisions of this RFP.

The scope of services provided by the Successful Respondent includes providing full-time, on-site operations and management of the Golf Course Facilities during the term of the Contract. The scope of services also includes Maintenance of the Golf Course Facilities, including the Golf Course, during the term of the agreement, the condition of the Golf Course Facilities will be consistent with a first-class daily fee golf course and consistent with the definition of “Maintenance” set forth in the Glossary. The vendor shall provide uninterrupted, high quality services to customers of the Golf Course and Clubhouse. The Contractor shall also conserve and protect the Township’s investments in the Golf Course and Golf Course Facilities.

Section 2.1.1 Operating Plan

Each Respondent shall provide complete and detailed descriptions of its operating plan:

- (a) Brief description of maintenance programs, as applicable, including tees, fairways, greens, bunkers, rough, concessions, pro shop area, and other grounds.
- (b) Brief description of Customer Service Standards.
- (c) Provide brief description on operating systems that are utilized to promote efficiencies, i.e. online tee time booking, tee time and transaction data.

(d) Brief description of staffing levels, clubhouse operations, instructional programs and relevant performance standards.

(e) Brief description of marketing and promotional plans for youth and adults.

(f) Brief description of pro forma operating costs, debt services and revenue projections.

(g) Recommended pricing for Primary Fees.

(h) Each Respondent shall outline its best process to provide operations and management for the Golf Course.

(i) Each Respondent shall provide details regarding programming ideas, innovative ideas for operations and environmental ideas.

Section 2.1.2 Business Plan

The Successful Respondent shall develop and submit to the Township, for its review and approval, within forty-five (45) days of the Effective Date of the Contract, a business plan for the Golf Course Facilities (the "Business Plan"), which shall include (i) proposed marketing, sales, promotion, golf development programs, advertising, sponsorship and public relations concepts for the Golf Course Facilities, (ii) a final schedule of Primary and Secondary fees charges and an Initial Budget consistent with the requirements of Section 2.1.3(b) of this RFP, and (iii) a description of the assumptions upon which the Business Plan is based. The Township shall give its comments and/or approval within thirty (30) days after receiving the Business Plan from the Company. In the event of disapproval of any Business Plan (or any portion thereof), the Company shall continue operating and managing the Golf Course Facilities pursuant to the terms of the Contract until such time as the Township and the Company agree upon a replacement Business Plan. This shall be done on an annual basis for the Term of the Contract.

Section 2.2 Proposed Capital Improvements

The Township intends to bond or otherwise finance the cost for certain Capital Improvements during the term of the Contract, if deemed necessary and appropriate in its sole discretion. Successful Respondent shall be responsible for continuing its obligations related to the operation and Maintenance of the Golf Course Facilities and the Property during any the constructions or repairs related to any such Capital Improvements.

Section 2.2.1 Substantial Modifications

The Township anticipates making substantial modifications to the Clubhouse, Golf Course and Golf Course Facilities during the term of this Contract. Such modifications will involve disruption which may affect revenues and all aspects of the operations. Respondents are warned to consider these disruptions and their impact on all revenues, fees and operations. Respondents will work with the Township in a cooperative manner to ensure the safety and well-being of all residents, staff and patrons. The Township does not warrant or represent any level of use or revenues and will not be liable to anyone if operations are disrupted or curtailed during the term.

Section 2.3 Operational Agreements

All advertising, including the social media, will be the responsibility of the vendor, subject to final approval from the Township. The Township will provide golf information on the Township's website at no cost to the vendor.

(a) All Golf Software Management must accurately report the following: Accounting Management, CRM, Electronic Tee Sheets, Event Management, Gift Card Management, Inventory Management, Lesson Scheduling, Membership Management, Payment Processing, Payroll Management, and Point of Sale (POS) transactions. Software should not be associated with free rounds that impact revenue for Township-Owned Golf Operations.

(b) The Township has the right to make course enhancements related to wetland or habitat preservation as long as those enhancements do not adversely affect the course play and are done in close communication with the Successful Respondent with ample time for discussion and time-lining, with priority for work happening outside primary golf season, Wetland and habitat projects initiated by the Township will be fully funded by the Township.

(c) The Successful Respondent shall be responsible for all Utility charges related to the operations.

(d) All maintenance will be the responsibility of the Successful Respondent.

(e) The Successful Respondent will be responsible for all of the terms as stated in the Qualified Management and Maintenance Contract annexed to this RFP as Appendix A-4.

Section 2.4. Payment Schedule

The Payment Schedule under the Contract shall operate by way of an allocation of the Gross Revenues as follows:

(a) First, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Golf Course Fee to the Township;

(b) Second, Operating Expenses shall be paid from the Gross Revenues less the Golf Course Fees to the Township. If the balance of the Gross Revenues less the Golf Course Fees is less than the amount necessary to pay for the Operating Expenses, the Successful Respondent shall be responsible for the payment of any outstanding Operating Expenses.

(c) Third, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Management Fee to the Successful Respondent conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Section 2.4(a) and Section 2.4(b).

- (d) Fourth, three percent (3%) of the Gross Revenues shall be allocated for deposit into a Capital Improvement Account to be set up by the Township which shall be dedicated for use towards Capital Improvements for the Golf Course Facilities and the Property conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Section 2.4(a), Section 2.4(b), and Section 2.4(c).
- (e) Fifth, the expenses related to the debt service from the Township's bonding for Capital Improvements to be commenced during the term of the Contract shall be paid from the Gross Revenues conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Section 2.4(a), Section 2.4(b), Section 2.4(c), and Section 2.4(d).
- (f) Sixth, the remaining balance of the Gross Revenues following satisfaction of the required allocations in Section 2.4(a), Section 2.4(b), Section 2.4(c), Section 2.4(d), and Section 2.4(e) shall be allocated evenly between the Township and the Successful Respondent.

The Successful Respondent shall collect all revenues from the operation of the Golf Course Facilities, the allocation of the Gross Revenues under this Payment Scheduled shall be performed on a monthly basis along with the preparation of a monthly certified reports outlining the expenses and revenues from the operations of the Golf Course Facilities. These monthly certified reports shall provide detailed breakdowns as to the specific revenues and expenses for each facility (i.e. food and beverage concessions, Primary Fees).

All Respondents shall include an acknowledgment and agreement to this Payment Schedule which shall **not** be subject to an exclusion or exception in the Respondent's Proposal. Failure to acknowledge and agreement to this Payment Schedule shall result in rejection of the Respondent's Proposal.

Section 2.4.1 Contract Compliance Officer

The payment of a \$1,000 per month fee to fund a Contract Compliance Officer shall be included as an Operating Expense under the Payment Schedule. Each Respondent must acknowledge and agree that if it is selected as the Successful Respondent, it shall also pay a \$1,000 per month fee to fund a Contract Compliance Officer who shall be designated by the Township to monitor the Successful Respondent's compliance with the terms and conditions of the Contract. The Successful Respondent shall authorize and allow the Contract Compliance Officer to perform periodic inspections of the Successful Respondent's operations of the Golf Course Facilities and to have full and complete access to all personnel and documents needed to insure compliance with the Contract.

Section 2.4.2 Monthly Reporting and Release of Payments

The Successful Respondent shall provide the required monthly certified reports no later than 15th day of each month reflecting the revenues and expenses for the preceding month. With

its submission of the required monthly certified reports, the Successful Respondent shall release payments to the Township for the Golf Course Fees, deposits into the Capital Improvement Account, expenses related to debt service, and allocation of the remaining Gross Revenues required pursuant to Sections 2.4.1(a), 2.4.1(d), 2.4.1(e), and 2.4.1(f) no later than 15th day of each month following the month generating the Gross Revenues. The Successful Respondent shall be entitled to collect its Management Fee pursuant to Section 2.4.1(c) and an its allocation of the Gross Revenue pursuant to Section 2.4.1(f) on a monthly basis only simultaneously with or after release of the Payments to the Township pursuant to this Section of the RFP.

If any payments to the Township required under the Contract remain unpaid when due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of fifteen percent (15%) per annum. Multiple delinquent payments will be considered a breach of contract and the Township shall have the right to terminate the Contract.

Section 2.4.3 Projected Budget of Revenues and Expenses

In order for the Township to evaluate and score the cost component of each proposal, Respondents shall include a projected Budget of Revenues and Expenses breaking down each month of the five (5) year term of the Contract.

Section 2.5 Primary Fees and Secondary Fees

Respondents shall include in their Proposals a schedule of Primary Fees and Secondary Fees as defined in this RFP. All Primary Fees and Secondary Fees shall be subject to final approval from the Township, including any future changes or increases to Primary Fees or Secondary Fees.

Section 2.5.1 Primary Fees

Respondents shall propose a schedule of Primary Fees to be charged by the Respondent including: (i) a maximum, not-to-exceed amount it shall charge for Primary Fees to Township residents; (ii) a maximum, not-to-exceed amount it shall charge for Primary Fees to non-Township residents; (iii) a maximum, not-to-exceed amount it shall charge for Primary Fees to Senior Township residents; (iv) a maximum, not-to-exceed amount it shall charge to Senior non-Township residents. In addition to this schedule, Respondents may also propose rates for a seasonal pass or frequent user rates.

Section 2.5.2 Secondary Fees

Respondent shall provide a schedule of Secondary Fees which shall include all other proposed prices for all services, goods, and concessions.

Section 2.6 General Responsibilities of the Company

(a) The Company shall be responsible to the Township and the general public for rendering, on a full-time basis, golf-related services and conducting its business on or about the Golf Course Facilities in a manner consistent with the prevailing standards and practices promulgated by the Club Management Association of America, PGA of America, and Golf Course Superintendents Association of America.

(b) The hours and dates for the operation of the Golf Course Facilities shall be established by the Company and said hours of operation, but must be set forth in Respondents' proposals as part of the required operational plan.

(c) The Company shall operate the Golf Course Facilities in an orderly manner and not annoy, disturb or be offensive to customers, patrons, or others in the immediate vicinity of such operations. The operation of the Golf Course Facilities shall be conducted in a manner acceptable to the Township in its reasonable determination.

(d) The Company or a designee on behalf of the Company shall be available to attend any necessary meetings related to the Property, the Golf Course Facilities or any golf-related functions within the Township.

Section 2.6.1 Operation of the Clubhouse

(a) The Company shall operate the Clubhouse and monitor the sales and concession areas therein which shall both be open during the times that the Golf Course is open for play.

(b) The Company shall be responsible for the day-to-day maintenance of the Clubhouse, which shall include, but is not limited to, all repairs to the heating and cooling equipment, cleaning, replacement and upkeep of all furniture and fixtures, painting exterior and interior of the Clubhouse, and providing all necessary supplies and materials.

(a) The swimming pool shall not be used as part of the operations.

Section 2.6.2 Staffing

The Company shall have and retain full control over the employment and discharge of all persons assisting in the performance of its services hereunder. The Company shall be solely responsible for all matters relating to wages, hours of work, working conditions, and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters, except that the Company must comply with Section 4.10 of this RFP. The Company shall be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors, if any, during the Term. The Company shall file a wage report with the Township on a quarterly basis showing payment of payroll taxes.

Section 2.6.3 Merchandise

The Company has all decision-making control of the merchandise concession; provided, however, that the Company shall keep the merchandise concession stocked to adequate levels.

Section 2.6.4 License and Permits

The Company shall obtain all necessary licenses and permits for the operation of the Clubhouse, banquet facility, and food and drink concessions and shall furnish copies of such licenses to Township. The Township will reasonably cooperate with the Company in applying for, obtaining, and maintaining such licenses, permits, and accreditation.

Any license from the Division of Alcohol and Beverage Control ("ABC") shall be obtained by the Company or its designee at its sole expense and such license will be assigned to the Township or the Company's appointed successor at the end of this Contract or any extensions thereof without any cost whatsoever to be paid by the Township or the Company's successor except for any transfer fee assessed by ABC and the pro-rata amount of the ABC annual renewal fee. Respondents must be eligible to obtain a license from the ABC and must submit with their proposals a completed and executed Affidavit of Qualifications, included in the RFP as Appendix B-14.

In addition, the Company agrees to obtain liquor liability insurance in the amount specified in Section 4.5 of this RFP.

Section 2.6.5 Food and Beverage Concessions at the Clubhouse

(a) Respondents shall include in its proposal a description of how it shall operate the food and beverages at the Rock Spring Clubhouse. Including a description of whether the Respondent intends to offer food and beverages concession during operating hours and/or whether the Respondent intends to utilize the Rock Spring Clubhouse as a banquet facility.

(b) The Company shall be responsible for any and all aspects of the food and beverage concessions on the premises, including all permits, codes and other regulations of the Township, Essex County and the State of New Jersey. Each month's revenues from food and beverages concession must be included in the monthly reports to the Township set forth in Section 2.4.2. in this RFP.

Section 2.6.6 Control of Play

The Company or its appointed designee shall be responsible for the proper pace of play on the Golf Course and ensure players commence play at their scheduled tee times. The Company shall set policies regulating the use of Golf Course and golf carts.

Section 2.6.7 Signage

The Company shall prominently display a sign in the Golf Shop, at all times, stating the following information: (i) green fee prices, (ii) golf cart rental fees, (iii) pull cart rental fees, (iv) range ball fees (v) dress code, (vi) rain check policy, (vii) tee time policy and (viii) refund policy. The Company shall also maintain all of the signs existing at the Golf Course as of the date of the Contract. The Township logo shall be prominently displayed on course entrance signage at the Company's expense. The Township shall have final approval of all signs and designs which incorporate the Township logo.

Section 2.6.8 Golf Carts, Equipment, and Furnishings

(a) The Successful Respondent shall be allowed to utilize the equipment and furnishings owned by the Township on the Property. The Township makes no warranties as to the quality or condition of the equipment and furnishings. To the extent that replacement, repairs, upgrades or maintenance of the equipment is necessary, the Successful Respondent shall be responsible for such replacement, repairs, upgrades or maintenance as an Operation Expense subject to the Township prior approval. Respondents will be provided an opportunity to inspect the equipment and furnishings at the Golf Course Facilities during the site tours as set forth in Section 1.9 of this RFP.

(b) Respondents must acknowledge and agree that it will provide no less than sixty (60) Golf Carts for use by customers on the Golf Course. The Successful Respondent shall be solely responsible for all maintenance, fuel/charge, or repairs for the Golf Carts. Respondents should provide the make and models of the Golf Carts to be used and a description of the features of the Golf Carts including whether the Golf Carts have windows, and/or whether the Golf Carts have USB compatibility.

(c) All equipment, furnishings, signs and advertising installed by the Company shall be in keeping with the appropriate standards of decor at the Golf Course Facilities. The Company agrees that all equipment, furnishings and improvements provided shall meet the requirements of all applicable building, tire, pollution, and other related codes. Respondents shall submit with its proposal a list of all additional equipment, including the required Golf Carts, available for use at the Golf Course Facilities.

Section 2.6.9 Compliance with Rules and Regulations

(a) Company shall not use the Property nor the Golf Course Facilities for any unlawful purpose or act and shall comply with and obey all laws, regulations (including zoning and sign regulations) or orders of any governmental authority or agency. The Company shall not use, or permit the Property (or any part thereof) to be used for any purpose or purposes other than as a municipal golf course. The Company shall not commit, or suffer to be committed, any waste on or about the Property, or create any nuisance.

(b) The Company agrees that its operation of the Golf Course will be in accordance with all rules, regulations, procedures, conditions and terms of the Township now in effect or as may hereafter be adopted by the Township. Any rules, regulations, procedures, conditions or terms adopted by the Township after the date of the Contract which are inconsistent with the provisions of the Contract shall not be binding on the Company, unless the Company shall agree to the same in writing.

(c) The Company shall not conduct any business or activity not specifically authorized by the Contract, unless approved in writing in advance by the Township.

(d) The Company shall comply with all applicable Federal laws and regulations, state statutes and Township or County ordinances and regulations relative to the operation of the Golf Course and this Contract.

Section 2.6.10 Utilities

(a) The Company shall pay for all water, wastewater, sewer user fees, gas, electric, telephone and other public utilities of every kind furnished to the Property for the exclusive use by the Company throughout the Term and all other utility costs and expenses of every kind whatsoever of, or in connection with the use, operation and maintenance of the Property and all activities conducted thereon and agrees to indemnify and hold harmless the Township from any liability resulting from any nonpayment of any such services.

(b) The Company shall maintain, repair and or replace all utilities and equipment at the Golf Course, including, but not limited to, drains, sewer pipes, air conditioning, plumbing and electrical lines, services, outlets, meters to monitor utility usage, except as otherwise set forth herein or as maintained by the electric, gas and water utility companies. Further, the Company shall be responsible for maintenance, repair and restoration of its property within all utility easements, the Township may at any time with proper notice inspect areas to ensure compliance.

Section 2.6.11 Maintenance of the Golf Course Facilities

The Successful Respondent shall be obligated for Maintenance of the Property, Golf Course Facilities and golf equipment and all appurtenances thereto in good and neat order, condition and repair. This includes, without limitation, routine maintenance, predictive maintenance and preventative maintenance (except as specifically provided herein) of the Property, Golf Course Facilities and Golf Equipment. The Property, Golf Course Facilities and Equipment shall be maintained in the same or better condition as present on the Effective Date; the Township and Company shall sign off on the condition of the Property, Golf Course Facilities within 10 days of the Effective Date of the Contract; provided, however, that notwithstanding the foregoing, the Golf Course shall be maintained to the standard of a first-class daily fee golf course at all times throughout the year. In the event that the Golf Course suffers tree damage resulting from inclement weather, the Company shall be responsible for all cleanup costs. The Company will be responsible for all expenses to operate the Golf Course Facilities. The Township may at any time inspect areas to ensure compliance. The Company shall maintain any and all access roads and sidewalks adjacent to the Property, including the removal of ice and snow, and to insure that emergency vehicles will have access to the Property and Golf Course Facilities at all times.

Section 2.6.12 Environmental Matters

- (a) In the event a violation of any environmental law, statute, rule or regulation is alleged to exist at the Property and the Golf Course Facilities which violation existed, in whole or in part, prior to the date the Company obtained control and possession of the Property and the Golf Course Facilities (whether pursuant to this Agreement or a previous agreement), the Township will be responsible at no cost or expense to the Company, unless the same was caused by the acts or omissions of the Company.
- (b) In the event a violation of any environmental law, statute, rule or regulation is alleged to exist at the Property and the Golf Course Facilities which violation was created after the date the Company obtained control and possession of the Property and the Golf Course Facilities, the Company will be responsible at no cost or expense to the Township, unless the same was caused by the acts or omissions of the Township.

- (c) The Company shall obtain the insurance coverage set forth in Section 4.5 of this RFP as to the Pollution Legal Liability Coverage and maintain that coverage throughout the entire term of the Contract.

Section 2.6.13 Class A-1 Professional

The Company shall employ on a full-time basis an experienced golf professional for its operations at the Golf Course who shall be a licensed Class “A-1” member of the PGA (the “Golf Professional”) if the Company is not a PGA member. Evidence of such status shall be submitted annually on or before November 30 of each year to the Township.

Section 2.6.14 Restrictions on Subcontracting

The parties agree that the Company shall not subcontract, assign or delegate all or substantially all of its duties, obligations or services to be performed under the Contract without prior written approval of the Township. In the event that the Township approves of any such subcontracting, assignment or delegation, the Company shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Any consent given shall not be construed to relieve the Company of any responsibility for performing its obligations under this Contract.

Section 2.6.15 Necessary Improvements

The Company shall be responsible for any costs which are reasonable and necessary to satisfy its obligations for Maintenance of the Property, Golf Course Facilities and Golf Equipment. In the event that a necessary improvement is: (i) installed and/or constructed; and (ii) is consistent with the Maintenance obligations under the Contract, such necessary improvement(s) shall be an Operation Expense.

Section 2.6.16 Golf Operations and Maintenance Standards

- (a) Tee times are scheduled easily and can be scheduled online
- (b) Prices for all green fees, golf car fees, pull cart fees, and range balls are prominently displayed at all times in the pro-shop, receipts are given for fees
- (c) Policies regarding tee-times, rain-checks, refunds, and dress code are prominently displayed at all times in the pro-shop
- (d) Information on passes, leagues, lessons, etc., is readily available
- (e) Score cards, pencils, etc. are readily available
- (f) Hole signs with yardage, par, etc., are well placed
- (g) Drinking water is available on the course

- (h) Pace of play is appropriately monitored and maintained
- (i) Professional staff are clearly identifiable and present neat and clean appearance
- (j) Clubhouse is clean and swept, including restrooms
- (k) Grounds are nicely landscaped and free of trash
- (l) Carts are clean and fueled/charged, perform well at speed and direction
- (m) Carts are undamaged (seats, body dents, etc.)
- (n) Company shall maintain the Property and Golf Course Facilities in accordance with accepted GCSAA standards and PGA of America guidelines.
- (o) Irrigation. Company shall maintain the entire irrigation system serving the Property, including main lines, valves, lateral lines, sprinkler heads, controllers and all other part of the irrigation system, in good repair, functioning property and conforming to all related codes and regulations at all times. Annual preventive maintenance program shall be performed on the irrigation system pump each Fall at the Company's expense prior to system shutdown. The Township may inspect the system each fall if needed to ensure compliance.
- (p) Irrigation system is a RAINBIRD system. The system is controlled by a central computer that is connected to the control boxes on the Golf Course that operates the individual sprinkler heads on the Golf Course.

Section 2.6.17 RESERVED

Section 2.6.18 Programming Proposal

- (a) Explain any Innovative ideas for operation of the Golf Course (i.e. access to courses, events, public services, revenue ideas). Please include with all program ideas or projects a projected return on investment, case studies or examples of successes at other courses.
- (b) Discussion of youth programming, including minority youth programming. Respondents are encouraged to propose ideas for under-privileged children. Please provide days and times that will be given for the program sponsorship and provide information on the rate specials that will be given.
- (c) Discussion of environmental initiatives on the Golf Course, including, but not limited to, the impact of the potential Capital Improvements, the protection of wildlife habitats, establishment protection and sustainability of wetlands, sustainability effects of the natural areas.

Section 2.6.19 Township Events

The Successful Respondent shall agree and acknowledge that the Township may hold up to four (4) events at the Golf Course and Golf Course Facilities. Respondents must include in their

Proposal special rates for the Township sponsored or hosted events at the Golf Course and Golf Course Facilities which shall be inclusive of Primary and any Secondary Fees to be offered for Township sponsored or hosted events. The dates and times of the Township sponsored or hosted events shall be mutually agreed upon and shall not fall on Saturday or Sunday.

Section 2.6.20 Transition Plan and Schedule

Respondents shall include with its Proposal a transition plan and schedule for implementation of services which shall outline the key implementation steps for completion from the Notice to Proceed through and including opening operation to the public. It is understood that this schedule may be deemed “preliminary” and may involve some modifications prior to implementation. Respondent’s proposed schedule shall include any potential contingencies as well as any and all assumptions or expectations placed on the Township. The schedule shall represent “not to exceed” or guaranteed completion dates. The schedule shall include all major and minor milestones and payment schedule.

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ARTICLE III

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

Section 3.1. Proposal Acceptance or Rejection

Subject to Applicable Law, the Township, reserves the right to (a) abandon this procurement process; (b) reject any or all Proposals; and (c) waive any informality or non-conformance in the Proposals.

Section 3.2 Proposals Subject to Disclosure Pursuant to the Open Public Records Act

The Proposals submitted by Respondents shall be deemed “government records” upon submission to the Township and subject to disclosure under the New Jersey Open Public Records Act as of the June 18, 2021 proposal submission date.

The Township assumes no liability for any loss, damage, or injury that may result from any disclosure of any information contained in a Respondent’s Proposal.

Section 3.3 Withdrawal of Proposals

A Respondent may withdraw its Proposal prior to the date and time set for the opening of the Proposals, provided, however, that a written request to withdraw the Proposal is hand-delivered or faxed to the Township, by or on behalf of, an accredited representative of the Respondent, or the request is delivered by certified U.S. Mail. The request to withdraw the Proposal must be received by the Township prior to the commencement of opening of the Proposals currently scheduled for **June 18, 2021**.

Section 3.4. Disposal of Proposals

All Proposals are the property of the Township and will not be returned. At the conclusion of the procurement process, the Township may dispose of any and all copies of Proposals received in whatever manner it deems appropriate.

Section 3.5 Proposal Submission

All Proposals must be submitted complete with all requested information and are to be in conformance with the instructions set forth herein and as required by subsequent addenda, if and

as applicable. The Proposal and all related information must be bound and must be signed and acknowledged by the Respondent in accordance with the directions herein.

Section 3.6 Completeness

Each of the instructions set forth in this Article III must be followed in order for a Proposal to be deemed responsive to the RFP. In all cases, the Township reserves the right to determine, in its sole discretion, whether any aspect of the Proposal meets the submission requirements of the RFP. The Township reserves the right to reject any Proposal that, in its sole judgment, does not comply with the submission guidelines set forth in this RFP. In addition, notwithstanding any of the provisions hereof, the Township reserves the right to waive any informality in the Proposals.

Section 3.7 Form of Proposals

Respondents shall provide the appropriate information required for each Section in accordance with the following content and format requirements.

- A. Proposals shall be bound; if materials are too voluminous to be bound in one volume, additional binders may be used but they must be clearly marked as Volume 1 of 2; Volume 2 of 2, etc.
- B. Proposals shall be concise, clear, factual, and complete, with a minimum of extraneous material.
- C. Proposals shall be indexed and sectioned and shall be prefaced with a table of contents.
- D. Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2" x 11" paper.

Section 3.8 Organization of Proposals

Proposals submitted in response to this RFP shall be organized as follows:

- Section I. Respondent Information/Cover Letter (**Appendix B-2**)
- Section II. General Information
- Section III. Respondent's Financial Information
- Section IV. Qualified Management and Maintenance Contract Proposal Sheet
(**Appendix B-1**)
- Section V. All Other Appendix B Proposal Forms
(**Appendices B-3 through B-15**)
- Section VI. Other Submission Requirements
- Section VII. Supplemental Information

Section 3.9 Respondent Information/Cover Letter

Section I of the Proposal shall contain Respondent's Information/Cover Letter Form on the Respondent's official letterhead (in form and content exactly as set forth in **Appendix B-2**) and shall be signed by the Respondent's authorized representative who is empowered to sign the Proposal and to commit the Respondent to the obligations contained in the RFP.

Section 3.10 General Information/Submittal Requirements

Section II of the Proposal shall contain the following information in the following order:

- A. Proposals must include the legal name of the Respondent and a statement identifying Respondent as a sole proprietor, joint venture, partnership, special purpose entity, corporation or other legal entity, as appropriate.
- B. The Proposal shall be executed by the person(s) legally authorized to bind the Respondent, and accompanied by a resolution or other appropriate evidence of its/their authority to bind the Respondent. A Proposal by a corporation shall provide the state of incorporation and evidence of Respondent's qualification to do business in New Jersey in form of a Business Registration Certificate as discussed in Section 4.12, below.

Section 3.11 Respondent's Financial Qualifications

In Section III Respondent shall provide complete financial statements, including the following financial statements for the current fiscal year-to-date and the prior fiscal year: (i) balance sheet detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (ii) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity.

Section 3.12 Required Disclosure

Respondent must disclosure whether an of its officers, directors, shareholders, partners or members are employees or officials of the Township or members of the Township Council.

Section 3.13 Proposal Forms

A. The following forms shall be completed and executed, where appropriate, and submitted with Respondent's Proposal:

1.	Appendix B-1	Qualified Management and Maintenance Contract Proposal Sheet
2.	Appendix B-2	Respondent Information / Cover Letter Form

3.	Appendix B-3	Consent of Surety Form
4.	Appendix B-4	Form of Performance Bond
5.	Appendix B-5	Agreement for Proposal Security In Lieu of Proposal Bond*
6.	Appendix B-6	Form of Proposal Bond*
7.	Appendix B-7	Ownership Disclosure Statement
8.	Appendix B-8	Non-Collusion Affidavit
9.	Appendix B-9	Consent to Investigation
10.	Appendix B-10	Statement of Respondent's Qualifications
11.	Appendix B-11	Acknowledgment of Receipt of Addenda
12.	Appendix B-12	Affirmative Action Compliance Notice/EEO Mandatory Language
13.	Appendix B-13	Disclosure of Investment Activities in Iran
14.	Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control
15.	Appendix B-15	Proposal Checklist

* Submit either Form B-5 or Form B-6.

B. Respondents are advised that any **material** exceptions to **Appendix A1**, and/or to **Appendices B-1 through B-15** of the Proposal Forms shall result in Respondent's Proposal being rejected as non-responsive. If a Respondent proposes to take any exceptions to **Appendix A-1**, the Respondent is **STRONGLY** encouraged to submit such exceptions to the Township for consideration during the Question and Answer period. Nonetheless, a Respondent proposing exceptions to any of the documents contained in this RFP shall provide a detailed description of the proposed exception together with a justification for such revisions. Any exceptions shall be described on a separate sheet and shall reference the specific document and section, paragraph and/or sentence to which an exception is made. The Township reserves the right, in its sole discretion, to determine whether such exceptions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to the Township.

Section 3.14 Other Submission Requirements

Section VII of Respondent's Proposal shall contain the following:

- A. Business Registration Certificate (*RFP Section 4.12*)

Section 3.15 Supplemental Information to Be Provided at Respondent's Option

A. Each Respondent shall include in Section VII of its Proposal any other information that it deems relevant or useful for the Township to consider in evaluating Respondent's Proposal. Respondents should include any information or suggestions that the Respondent deems relevant to its Proposal.

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ARTICLE IV

GENERAL MATTERS

Section 4.1 Time for Award

Respondents should note that any award under this RFP shall be made by Resolution within sixty (60) days of receipt of Proposals, unless extended, at the request of the Township and consented to by the Respondent(s). Please be advised that Respondent(s) shall not submit Proposals that are contingent upon any condition, event, or occurrence.

Section 4.2 Proposal Security

Each Respondent shall submit with its Proposal a certified check, cashier's check or Proposal Bond in the amount of \$20,000, payable unconditionally to the Township. The Proposal shall be substantially similar in form to **Appendix B-6**. The Proposal Bond shall be accompanied by a Power of Attorney for the full amount of the Proposal Bond from a surety company authorized to do business in the State of New Jersey. The check or bond of the Successful Respondent shall be retained until all required documents are executed and the required Performance Bond is submitted to the Township.

All proposal security will be returned in accordance with law. No interest shall be allowed upon any certified or cashier's check.

Section 4.3 Consent of Surety

Each Respondent shall submit with its Proposal a Consent of Surety, substantially similar in form to **Appendix B-3**, including a Power of Attorney as necessary, executed by a surety company or companies qualified to do business in New Jersey, who shall, at the time of submission of the Proposal, agree that in the event of an award to such Respondent, the surety shall furnish a Performance Bond in the amount of \$500,000.

Section 4.4 Performance Bond

The Successful Respondent shall give Performance Bond, substantially similar in form to **Appendix B-4**, in the amount of \$500,000 from a surety company or companies qualified to do business in New Jersey, for the faithful performance of the obligations under the Contract; said bond to be for the term of the Contract for the Services.

Section 4.5 Insurance Requirements

(A) The Successful Respondent will be required to obtain and maintain in force at all times during the term of the Contract as a direct cost of operation, insurance coverage as directed by the Township. Such coverage shall be provided on a primary and noncontributory basis and will be obtained from an insurance company authorized and licensed to do business in the State of New Jersey and rated not less than A-VIII by the most current Best's Manual. Furthermore, said insurance company or companies must be approved by the Township.

The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

Such coverage shall include, at a minimum, the following:

Worker's Compensation & Employers Liability:

Worker's Compensation as required by statute.

Employers Liability with limits of:	\$1,000,000 Each Accident
	\$1,000,000 Disease - Policy Limit
	\$1,000,000 - Each Employee

Commercial General Liability

Occurrence Form - Insurance Services Offices - (ISO) Form CG0001 (Ed. 04/13; 12/07; 12/04)

Limits:	\$2,000,000 Each Occurrence
	\$1,000,000 Personal & Advertising Injury Limit
	\$5,000,000 General Aggregate
	\$2,000,000 Products-Completed Operations Aggregate

The following endorsements are to be included in the CGL:

- Designated Project(s) - General Aggregate Limit (Form CG2503)
- Additional Insured-Owners, Lessees or Contractors -(ISO) Form CG2010 (Ed 04/13) or Additional Insured - Designated Person or Organization (ISO) Form CG2026 (Ed 04/13)
- Owner: Township of West Orange and its officers, directors and employees.
- Primary and Noncontributory - Other Insurance Condition (CG20 01 04 13)
- Limited Contractual Liability coverage for Personal and Advertising Injury (CG2274 Ed 10/01): Designated Contract or Agreement: All work performed for or on behalf of : Township of West Orange and their officers, directors and employees
- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09) - Applies to: Township of West Orange and its officers, directors and employees

- Earlier Notice of Cancellation Provided by Us (CG0224) - Number of Days' Notice: 30 Days except 10 days for non-payment of premium -**Endorsement specifically applying to:** Township of West Orange and its officers, directors and employees

Regarding Commercial General Liability Form CG0001, the coverage cannot contain any of the following endorsements that restrict or amend:

- Coverage A. exclusion b (Contractual exclusion) - An amendment to the definition of "Insured Contract" is not acceptable.
- Coverage A. exclusion e. (Employer's Liability) - An amendment to the definition of "employee" is not acceptable.
- Coverage A. exclusion f (Pollution exclusion) - An amendment to the exclusion is not acceptable. (An exception will be made if there is a separate Contractor's Pollution-Professional Liability policy).
- Coverage A. exclusion I. (Damage to Your Work) - An amendment to the exclusion relating to work performed by independent contractors is not acceptable.
- Condition 7 - Separation of Insureds - An "insured versus insured" exclusion or Cross Liability Exclusion are not acceptable. (An endorsement that excludes "Named Insured versus Named Insured" is acceptable).

The following types of endorsements are not acceptable:

- An endorsement(s) excluding operations relating to Explosion, Collapse, Underground activities (X,C,U) are not acceptable;
- An endorsement that restricts coverage based upon a subcontractor's insufficient insurance limits or failure to obtain Certificates of Insurance;

Business Automobile Policy

Insurance Service Form (ISO) — Form CA 0001 Edition 03 06

Liability Limit: \$1,000,000 - Symbol 1 "Any Auto"

Employment Practices Liability Insurance Policy

Limits: \$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

Liquor Liability Insurance Policy

Limits: \$2,000,000 Each Occurrence
\$5,000,000 General Aggregate

Umbrella/Excess Liability

Limits: \$10,000,000 Per Occurrence
\$10,000,000 Aggregate

Coverage maybe an umbrella form or "follow form excess" but in no event shall coverage be more restrictive than underlying insurance for: Commercial General Liability; Business Automobile Liability; Employer's Liability

Pollution Legal Liability

Limit: \$5,000,000 Per Claim/Aggregate

Owner: Township of West Orange and its officers, directors and employees with respect to Pollution Coverage

(B) Evidence of such coverage being in place will be delivered to the Township no later than ten (10) days from the date of award of the Contract. Prior to the expiration of the required coverage, the Successful Respondent will provide the Township with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for any Contract. All contractors working for the Successful Respondent will also be required to maintain all insurance coverages listed above.

Section 4.6 Indemnification

The Successful Respondent shall defend, indemnify, and save harmless the Township, and their respective chairpersons, members, elected officials, officers, directors, employees, agents and attorneys, from and against all claims, suits, judgments, expense, fines, penalties assessments and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Successful Respondent including, but not limited to, expenses or claims related to environmental contamination, investigation, injury, remediation, remediation cost assessment, request for contribution or natural resource damage claims.

Section 4.7 Reserved**Section 4.8 Successful Respondent's and/or Subcontractor's Employees**

The Successful Respondent shall remove or replace any employee, subcontractor or its employees at the Township's request, in the Township's sole discretion.

Section 4.9 Affirmative Action/EEO Compliance Notice

The Successful Respondent shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. (Affirmative Action/Equal Employment Opportunity), as set forth in **Appendix B-12**.

Section 4.10 Prevailing Wage

To the extent applicable under N.J.S.A. 34:11-56.25 et. seq., all persons performing any public work at the Golf Course Facilities are to be paid the prevailing wage rates as determined by the Department of Labor of the State of New Jersey. Nothing shall prohibit the Successful Respondent from paying more than the prevailing wage rates for public work performed at the Golf Course Facilities in connection with the Contract.

Section 4.11 Reserved

Section 4.12 Business Registration Certificate

N.J.S.A. 52:32-44 requires that the Township must receive proof of the Respondent's business registration prior to the award of any contract. However, the proof must show that the Respondent was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

If subcontractors are named on the Proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Respondent, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

BRCs are available from the State of New Jersey Department of Treasury, Division of Revenue. BRCs can be obtained, in approximately one week's time, by following the on-line procedures at www.nj.gov/treasury/revenue/taxreg.htm.

Section 4.13 Disclosure of Contributions to New Jersey ELEC

Respondents are advised that, pursuant to N.J.S.A. 44A:20.27, all business entities who have received contracts valued in excess of \$50,000 from public entities in any calendar year must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC). Respondents are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Section 4.14 Reserved

Section 4.15 Reserved

Section 4.16 Compliance with All Applicable Laws

The Successful Respondent shall comply with any and all Applicable Law. The Successful Respondent shall pay all regulatory fines and penalties, without limitation, assessed against the Township, or the Successful Respondent for the Successful Respondent's non-compliance, and any reasonable attorneys' and consultants' fees incurred by the Township and and/or the

Township. The Successful Respondent shall comply with and shall satisfy, and shall pay all costs or fees associated with all regulatory requirements pertaining to the above.

Section 4.17 Permits and Approvals

The Successful Respondent shall be obligated to obtain, at its sole cost and expense, all permits and approvals required for operation and management of the Golf Course Facilities.

Section 4.18 No Tax Advice Offered

BY ACCEPTING THIS RFP, AND WITHOUT ANY FURTHER ACT, RESPONDENTS ARE DEEMED TO HAVE AUTOMATICALLY ACCEPTED THE FOLLOWING, REGARDLESS OF WHETHER OR NOT THEY SUBMIT A PROPOSAL: IT SHALL BE EXPRESSLY UNDERSTOOD BY ALL POTENTIAL AND ACTUAL RESPONDENTS, INCLUDING THE SUCCESSFUL RESPONDENT, THAT SUCH RESPONDENTS SHOULD CONSULT WITH, AND RELY UPON, THEIR OWN TAX ADVISORS IN CONNECTION WITH ALL FEDERAL AND STATE TAX MATTERS IN THIS RFP, INCLUDING THE INTERPRETATION OF ANY CONTRACT DOCUMENTS, AND THAT NONE OF THE TOWNSHIP, NOR ITS ADVISORS, ARE RENDERING ANY ADVICE OR OPINION IN CONNECTION WITH SUCH TAX MATTERS.

Section 4.19 Sales Tax

The Success Respondent shall be responsible for all tax obligations arising from the operation of the Golf Course Facilities, including, but not limited to any and all obligations for the payment of sale taxes.

Section 4.20 Records Retention

Pursuant to N.J.A.C. §17:44-2.2, the Successful Respondent shall maintain all documentation related to products, transactions or Services under the Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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ARTICLE V
EVALUATION AND SELECTION PROCESS

Section 5.1 General

The Township, together with its evaluation team, shall review Proposals in accordance with the Evaluation Criteria set forth in this Article V. The objective of the Township in seeking Proposals in response to this RFP is to enable it to recommend a Successful Respondent to the Township that will satisfy the terms and conditions of the Contract in the most complete, dependable and cost effective manner. Each Proposal will be evaluated in terms of the reasonableness of the costs proposed, claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the ability of the Respondent to perform, and conformance with the requirements of this RFP. Respondent shall be required to demonstrate the qualifications required in **Appendix B-10**, Statement of Respondent's Qualifications, by providing complete information requested therein.

Section 5.2 Interviews

The Township may conduct one or more interviews with qualified Respondents prior to any award to a Successful Respondent for clarification of any response to this RFP made in connection with the Contract. Interviews shall not be a forum to engage in negotiation. By submission of a Proposal and without any further action, each Respondent acknowledges and agrees that it has accepted both the Services required under the terms and conditions of the Contract and the material terms of the RFP, including all required documents and relevant Appendices. Interviews, if required by the Township, are mandatory. Failure to comply with an interview request shall disqualify a Respondent from consideration under this RFP.

Section 5.3 Evaluation Criteria

The following criteria shall be applied in determining the Successful Respondent with the weighted scores reflected therein.

- A. Technical Criteria (40% of Scoring)
 - i. Proposed Methodology:

1. Does the Respondent's proposal demonstrate a clear understanding of the scope of work and related objectives?
2. Is the Respondent's proposal complete and responsive to the specific RFP requirements?
3. Has the past performance of the Respondent's proposed methodology been documented?
4. Does the Respondent's proposal use innovative technology and techniques?

B. Management Criteria (45% of Scoring)

i. Project management:

1. How well does the proposed transition plan and scheduling timeline meet the Township's needs?
2. How well does the project management plan meet the Township's needs?
3. Does the Respondent provide innovative or interesting ideas for youth programs, in particular youth programs targeted at minority or underprivileged children?

ii. History and experience in performing the work:

1. Does the Respondent have the requisite five (5) years of experience providing operation and management services for golf courses?
2. Has the Respondent previously provide contract operation and management services for the required five (5) municipal golf courses within the past five (5) years.
3. Does the Respondent document a record of reliability of timely delivery and on-time and on-budget implementation?
4. Does the Respondent demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
5. Does the Respondent document industry or program experience?
6. Does the Respondent demonstrate knowledge of applicable law and regulations governing the operation and maintenance of public golf courses?

7. Does the Respondent have a record of moral integrity?
- iii. Availability of personnel, facilities, equipment and other resources:
 1. To what extent does the Respondent rely on in-house resources vs. contracted resources?
 2. Are the availability of in-house and contract resources documented?
 4. What equipment does the Respondent offer for use at the Golf Course Facilities and the proximity of the available equipment to the Golf Course Facilities?
 - iv. Qualification and experience of personnel:
 1. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
 2. The qualifications of the Respondent's management, supervisory and other key staff to be assigned to the Golf Course Facilities during management and operation, with emphasis upon documented experience in successfully completing undertakings of a similar size and scope to those required by this RFP?
 3. Does the Respondent make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
 4. Does the Respondent demonstrate cultural sensitivity in hiring and training staff?
 5. Does the Respondent provide sufficient documentation of its financial wherewithal, including its ability to finance equipment, or other costs to maintain and operate the Golf Course Facilities?

C. Cost Criteria (15% of Scoring)

- i. Cost of goods to be provided or services to be performed:
 1. Relative cost: How does the projected budget of revenues and expenses submitted by the Respondent compare to other similarly scored proposals?
 2. Does the projected budget of revenues and expenses accurately or realistically project the revenues and expenses for the operation of the Golf Course Facilities?

6. Does the Respondent's proposal accept the full risk of operations of the Golf Course Facilities?
- ii. Assurances of performance:
 1. If required, are suitable bonds, warranties, or guarantees provided?
 2. Does the proposal include quality control and assurance programs?
 - iii. Vendor's financial stability and strength:
 1. Does the vendor have sufficient financial resources to meet its obligations?
 2. Does the Respondent have the financial strength to perform under the Contract?

Section 5.4 Minimum Financial Qualifications

A. The Respondent who is to provide Services under the Contract must satisfy the following Minimum Financial Criteria, as demonstrated by independent accountant prepared financial statements:

- (1) The Respondent shall have a net worth for the three (3) most recent fiscal years of at least One Million (\$1,000,000.00) Dollars.
- (2) The Respondent shall demonstrate, to the reasonable satisfaction of the Township, positive operating results for two (2) of the three (3) most recent fiscal years.
- (3) The Respondent shall have a "coverage ratio" (calculated by dividing interest paid into net income before income taxes and before interest paid) for two (2) of the three (3) most recent fiscal years of at least 1.5 to 1.0.
- (4) The Respondent shall have a "current ratio" (i.e. Current Assets divided by Current Liabilities) for two (2) of the three (3) most recent fiscal years of at least 1.0 to 1.0.
- (5) The Respondent shall have cash and/or cash equivalents of at least Two Hundred Fifty Thousand (\$250,000.00) Dollars as of the date of its most recent independent accountant prepared financial statement. "Cash Equivalent" can include an unencumbered line of credit that the

Respondent can access during the term of the Agreement. If a Respondent satisfies this minimum financial criteria using a line of credit, the Respondent must submit evidence of the current existence of such line of credit, together with a letter from an authorized representative of the bank providing such line of credit (which bank shall have a credit rating for its long-term debt of at least "A," or the equivalent thereof, from a nationally recognized credit rating, or, alternatively, from a bank with at least \$100 million in deposits, verifying the encumbered and unencumbered amounts thereof and the ability of the Respondent to access such line of credit for use in providing the Services).

B. In addition, the Respondent shall not have had any material adverse changes in its financial position since the end of its most recent Fiscal Year.

C. In the event that the Respondent has been organized and operating for less than three (3) years, such Respondent must satisfy the above minimum qualifications for the period of time it has been organized and operating, which must be at least a minimum period of one (1) year.

D. Respondent must also be current as to all local, state and federal taxes or provide documentation that it is subject to a bona fide dispute which, if determined adversely against the Respondent, the dispute will not materially affect the Respondent's ability to perform the Contract.

Section 5.5 Basis for Award

After completion of the review of Proposals and any clarifications consistent with the RFP, and after any interviews, the Township will utilize an evaluation committee which shall review, evaluate and score the Proposals in accordance with the Evaluation Criteria in Section 5.3, the Minimum Financial Qualifications in Section 5.4, and prepare an evaluation report recommending an award to the Successful Respondent, if any. The report shall be made available to the public forty-eight (48) hours prior to the Township's acceptance of the report and recommendation of an award of a contract to the Township. Award of the Contract, if any, shall be made by resolution at the public meeting set forth in the Proposed Procurement Schedule.

APPENDIX A
CONTRACT AND AUTHORIZING DOCUMENTS

Appendix A-1	Qualified Management and Maintenance Contract
Appendix A-2	Authorizing Resolution

APPENDIX A-1

Qualified Management and Maintenance Contract

THIS OPERATING AGREEMENT (“Agreement”) is made and entered into this ____th day of August 2021, to be effective as of this ____th day of XXX, 2021 (the “Effective Date”), by and between the Township of West Orange (the “Township”) and [SUCCESSFUL RESPONDENT], with its offices located at [SUCCESSFUL RESPONDENT’S ADDRESS] (“the Contractor”) (collectively the “Parties”).

WHEREAS, on the Township is the owners of the property at 90 Rock Spring Road, also known as Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map (the “Property”); and

WHEREAS, the Property includes an 18 hole Par 71 golf course (the “Golf Course”) and facilities including the Golf Course, the Clubhouse, and ancillary facilities for support of the Golf Course operations (the “Golf Course Facilities”); and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1, et. seq. of the Local Public Contracts Law (the “LPCL”), the Township advertised and published a Request for Proposal, annexed hereto as Exhibit “A” (the “RFP”) containing the proposed terms and conditions for a vendor to operate the Golf Course and Golf Course Facilities; and

WHEREAS, on June 18, 2021, the Township received proposals in response to the RFP, including the proposal from the Contractor, annexed hereto as Exhibit “B” (the “Proposal”); and

WHEREAS, the Township formed an evaluation committee (the “Committee”) to review and score the proposals; and

WHEREAS, the Committee recommends award of this Contract to the Contractor.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Terms and Conditions of the RPF – The Parties agree that the operation, management and maintenance of the Golf Course and Golf Course Facilities shall be performed by the Contractor pursuant to the terms and conditions set forth in the RFP, annexed hereto as Exhibit “A.” The parties agree that the terms and conditions set forth in the RFP are incorporated by reference into this Agreement as if it was stated in full herein.

2. Terms and Conditions of the Proposal – The Parties agree that that the terms and conditions which are not expressly required in the RFP, but provide for proposals from Respondents as stated in the RFP, shall be governed by the Contractor’s Proposal, annexed hereto as Exhibit “B.” The parties agree that the terms and conditions set forth in the Proposal are incorporated by reference into this Agreement as if it were stated in full herein.

3. Conflicts between RFP and the Proposal – The Parties acknowledge and agree that in the event that a particular term or condition of the RFP conflicts with a term or condition set forth in the Contractor’s Proposal, the term or condition of the RFP shall govern over the term or condition of the Proposal.

4. Exceptions – Notwithstanding paragraphs 1 through 3 of this Agreement, the parties agree that the following exceptions included in the Contractor’s Proposal shall govern, as specifically submitted separated as instructed in Section 3.13 of the RFP:

5. Payment Schedule – The Parties to the Payment Schedule as set forth in Section 2.4 of the RFP, as follows:

- (a) First, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Golf Course Fee to the Township;
- (b) Second, Operating Expenses shall be paid from the Gross Revenues less the Golf Course Fees to the Township. If the balance of the Gross Revenues less the Golf Course Fees is less than the amount necessary to pay for the Operating Expenses, the Contractor shall be responsible for the payment of any outstanding Operating Expenses.
- (c) Third, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Management Fee to the Contractor conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a) and Paragraph 5 (b).
- (d) Fourth, three percent (3%) of the Gross Revenues shall be allocated for deposit into a Capital Improvement Account to be set up by the Township which shall be dedicated for use towards Capital Improvements for the Golf Course Facilities and the Property conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a), Paragraph 5(b), and Paragraph 5(c).
- (e) Fifth, the expenses related to the debt service from the Township’s bonding for Capital Improvements to be commenced during the term of the Contract shall be paid from the Gross Revenues conditioned upon Gross Revenues in amounts sufficient to satisfy the

required allocations in Paragraph 5(a), Paragraph 5(b), Paragraph 5(c), and Paragraph 5(d).

- (f) Sixth, the remaining balance of the Gross Revenues following satisfaction of the required allocations in Paragraph 5(a), Paragraph 5(b), Paragraph 5(c), Paragraph 5(d), and Paragraph 5(e) shall be allocated evenly between the Township and the Contractor.

The Contractor shall collect all revenues from the operation of the Golf Course Facilities, the allocation of the Gross Revenues under this Payment Scheduled shall be performed on a monthly basis along with the preparation of a monthly certified reports outlining the expenses and revenues from the operations of the Golf Course Facilities. These monthly certified reports shall provide detailed breakdowns as to the specific revenues and expenses for each facility (i.e. food and beverage concessions, Primary Fees).

6. Contract Compliance Officer – Contractor agrees to the payment of a \$1,000 per month fee to fund a Contract Compliance Officer which shall be included as an Operating Expense pursuant to Paragraph 5(b). Contractor agrees to authorize and allow the Contract Compliance Officer to perform periodic inspections of the Contractor's operations of the Golf Course Facilities and to have full and complete access to all personnel and documents needed to insure compliance with this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:

[SUCCESSFUL RESPONDENT].

By: _____

APPENDIX A-2

Authorizing Resolution

67-19
February 19, 2019

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") has approved execution of a contract for acquisition of the Rock Spring Golf Course (the "Golf Course") which consists of approximately 137.92 acres located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map (collectively the "Property"); and

WHEREAS, the Township also seeks to investigate the possible retention of a vendor to manage, operate, and maintain the operations of the Golf Course; and

WHEREAS, N.J.S.A. 40A:11-4.1(b)(1) of the Local Public Contracts Law (the "LPCL") authorizes the Township to utilize competitive contracting in lieu of public bidding for the award of a contract for the "operation, management or administration of recreation or social service facilities or programs;" and

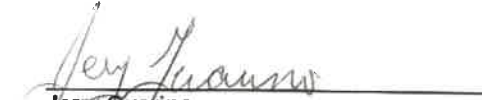
WHEREAS, competitive contracting in lieu of public bidding allows the Township to evaluate and score proposals based on weighted criteria, including technical, management and cost related criteria to ensure that the most professional operator is obtained to meet the Township's needs; and

WHEREAS, competitive contracting is the preferred methodology to awarding a contract for the operation of the Golf Course based on the need to consider a prospective vendor's experience and qualifications to perform the proposed contract; and

WHEREAS, N.J.S.A. 40A:11-4.3 of the LPCL requires that the Township Council adopt a resolution authorizing the Township to utilize competitive contracting in order to initiate the competitive contracting process.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to utilize competitive contracting to solicit and review proposals for the potential contract to manage, operate, and maintain the Golf Course consistent with the requirements under the LPCL.


Karen Carnevale, R.M.C.
Municipal Clerk


Jerry Guarino
Council President

Adopted: February 19, 2019

4830-2206-7590, v. 1

APPENDIX B

PROPOSAL FORMS

Appendix B-1	Qualified Management and Maintenance Contract Proposal Sheet
Appendix B-2	Respondent Information/Cover Letter
Appendix B-3	Form of Consent of Surety for Performance Bond
Appendix B-4	Form of Performance Bond
Appendix B-5	Agreement for Proposal Security in Lieu of Proposal Bond
Appendix B-6	Form of Proposal Bond
Appendix B-7	Ownership Disclosure Statement
Appendix B-8	Non-Collusion Affidavit
Appendix B-9	Consent to Investigation
Appendix B-10	Statement of Respondent's Qualifications
Appendix B-11	Acknowledgement of Receipt of Addenda
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language
Appendix B-13	Disclosure of Investment Activities in Iran
Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control
Appendix B-15	Proposal Checklist

APPENDIX B-1

QUALIFIED OPERATION, MANAGEMENT, AND MAINTENANCE CONTRACT PROPOSAL FORM

TO: TOWNSHIP OF WEST ORANGE

**RE: REQUEST FOR PROPOSALS FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE
FACILITIES AT ROCK SPRING GOLF COURSE**

NAME OF RESPONDENT: _____

The undersigned, authorized to bind the above-named Respondent, hereby acknowledges Respondent's understanding and acceptance of the terms, conditions and requirements included in the RFP and all Appendices, including this **Appendix B-1**, and any addenda thereto, and proposes the following in accordance therewith:

1. General: Qualified Management Contract/Services: The Successful Respondent will be required to enter into a five (5) year Qualified Operation, Management, And Maintenance Contract with the Township, all in accordance with the terms set forth in this **Appendix B-1** Proposal Form, specifically, and all provisions of this RFP, generally.

2. Under the Contract the Successful Respondent will be required to provide the Services necessary to manage and operate the Golf Course Facilities which will consist of (1) the Golf Course, (2) the Clubhouse at Rock Spring Golf Course, and (3) certain Ancillary Facilities, all located on the Property.

3. Project Forms: The Successful Respondent will be required to enter into with the Township in the form set forth at **Appendix A-1**.

4. Instructions for completing Appendix B-1: Respondent shall complete, execute and submit **Appendix B-1** as required by the RFP, in accordance with the following:

Section A. Background Information. Respondent must completely fill out Section A, subsections 1 through 4. These subsections are self-explanatory. Note that in subsection 1, a joint venture or other joint business arrangement Respondent must list all entities in the joint venture or other joint business arrangement, and identify the managing or lead entity.

Section B. Proposal.

Subsection 3. Payment Schedule, Contract Compliance Officer Monthly Fee, and Projected Budget.

Subsection 3a. Payment Schedule. Respondent must acknowledge and agrees that if it is selected as the Successful Respondent it shall abide by the allocation of Gross Revenues consistent with the Payment Schedule and the reporting requirements set forth in Section 2.4 of the RFP.

Subsection 3b. Contract Compliance Officer Monthly Fee. Respondent acknowledges and agrees that if it is selected as the Successful Respondent, it shall pay a monthly fee of \$1,000 to cover the costs of a Contract Compliance Officer consistent with Section 2.4.1 of the RFP.

Subsection 3c. Projected Budget. Respondent must provide a projected budget showing projected revenues and projected expenses for each month of each year of the Contract.

Subsection 4. Operational Plan. Respondents shall provide a narrative operational plan which sets for the details describing the manner in which the Respondent intends to perform the services required under the Contract consistent with the requirements set forth in this RFP, including the proposed hours of operation for the Golf Course Facilities.

Subsection 5. Equipment List. Respondents shall provide a list of additional equipment, including Golf Carts, the Respondent intends to utilize for the operations at the Golf Course Facilities. As required in Section 2.6.8(b), Respondent's list of additional equipment must include no less than sixty (60) Golf Carts. Respondents shall also provide a description of the equipment and the condition of the equipment.

Subsection 6. Proposal for Primary Fees and Secondary Fees. Respondents shall provide a schedule of Primary Fees and Secondary Fees to be charged to customers at the Golf Course Facilities. Respondents shall provide a schedules for Primary Fees for: (i) a maximum, not-to-exceed amount it shall charge for Primary Fees to Township residents; (ii) a maximum, not-to-exceed amount it shall charge for Primary Fees to non-Township residents; (iii) a maximum, not-to-exceed amount it shall charge for Primary Fees to Senior Township residents; and (iv) a maximum, not-to-exceed amount it shall charge to Senior non-Township residents. Respondents may also propose rates for a seasonal pass or frequent user rates. Respondent shall provide a schedule for private golf lessons and group golf lessons. Respondent may also provide a schedule of Secondary Fees for proposed prices for all other services, goods, and concessions which constitute "Secondary Fees" as defined in this RFP.

Subsection 7. Respondents shall provide a transition plan and schedule for implementation of the Contract to meet the proposed date for opening the Golf Course Facilities to the public on May 1, 2022.

Subsection 8. Subsection 8(b) requires that Respondent provide a detailed description of any revision(s) it proposes to **Appendix A-1** and/or the Proposal Forms (**Appendices B-1 through B-15**, as appropriate) together with a justification for such revisions. The Township reserves its right, in its sole discretion, to determine whether such proposed revisions are

material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to the Township. Revisions deemed material by the Township shall result in Respondent's Proposal being rejected as nonresponsive. Accordingly, Respondents should pose all questions to the Township regarding proposed revisions, in accordance with the process established in RFP Section 1.5. This will permit the Township to consider such proposed revisions prior to the Proposal Submission Date and, if the Township deems such revisions acceptable, the Township will issue an addendum to the RFP. The Township reserves the sole and exclusive right to accept, reject or modify any and all such proposed revisions received during the period established in RFP Section 1.5.

Subsection 9. Subsection 9 allows Respondent to submit additional supplemental information at Respondent's option (see RFP Section 3.15A).

Appendix B-1 (continued)

**QUALIFIED OPERATION, MANAGEMENT, AND MAINTENANCE
CONTRACT PRICE QUOTATION**

A. Background Information:

1. Respondent: _____

[List all entities if a joint venture, and identify lead entity]

2. Date: _____, 2021

3. Contract Term if for five (5) years.

4. Respondent *Contact* Person:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail Address: _____

Cell: _____

Signature: _____

B. Proposal:

1. **General.** By executing this Proposal form, the Respondent Contact Person is authorized to bind the Respondent to all of the representations and terms of this Proposal form, and Respondent is so bound.

2. **Defined Terms and Proper Form.** Capitalized terms not defined in this Proposal form shall be as defined in the RFP.

3a. **Payment Schedule.** The Respondent acknowledges and agrees that if it is selected as the Successful Respondent it shall abide by the allocation of Gross Revenues consistent with the Payment Schedule and the reporting requirements set forth in Section 2.4 of the RFP.

3b. Contract Compliance Officer Monthly Fee. The Respondent acknowledges and agrees that if it is selected as the Successful Respondent, it shall pay a monthly fee of \$1,000 to cover the costs of a Contract Compliance Officer consistent with Section 2.4.1 of the RFP.

3c. **Projected Budget.** Respondent must provide a projected budget showing projected revenues and projected expenses for each month of each year of the Contract. If Respondent requires additional space, it can append additional pages hereto.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

5. *Equipment List.* If Respondent requires additional space, it can append additional pages hereto.

[illegible]

6. *Primary Fees and Secondary Fees.* Respondents shall attach a schedule for Primary Fees and private golf lessons, and group golf lessons. Respondents are also encouraged to provide a schedule for Secondary Fees reflecting the proposed pricing for all other services, goods, and concessions consistent with the instructions set forth in Section 2.5 of this RFP.

This image shows a full page of blank, lined paper. It features approximately 28 horizontal blue or grey lines spaced evenly apart, typical of notebook paper. The lines extend across the entire width of the page, leaving small margins at the top and bottom. There are no vertical lines, text, or other markings on the page.

8. *Non-Material Changes.* Respondents are advised that any material revisions to **Appendix A-1**, and/or the Proposal Forms in **Appendix B** shall result in Respondent's Proposal being rejected as non-responsive. If Respondent proposes to make any non-material revision(s) to these documents, Respondent shall provide a detailed description of the proposed revision(s) together with a justification for such revisions, below. The Township reserves the right, in its sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in their sole discretion, to determine whether such non-material revisions are acceptable to the Township.

(a) None.

(b) Respondent proposes the following changes to the following identified documents:

[attach additional sheets as necessary]

9. *Additional Information.* Provide any supplemental information that Respondent deems relevant or useful for the Township to consider in evaluating Respondent's Proposal, including any information or suggestions that Respondent deems relevant to its proposal, as contemplated by RFP Section 3.15(A).

(a) _____ None.

(b) Supplemental information provided at Respondent's option:

[attach additional sheets as necessary]

[RESPONDENT]

Signature of Authorized Agent

Type or Print Name

Title: _____

Date: _____

APPENDIX B-2

RESPONDENT INFORMATION/COVER LETTER FORM

[TO BE PLACED ON RESPONDENT'S LETTERHEAD]

Date: _____

Respondent: _____

Address: _____

Telephone: _____

Contact Person: _____

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity))⁴:

A. GENERAL:

In submitting this Proposal, the Respondent warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Request for Proposals):

1. (a) The Respondent has reviewed and understands the requirements set forth within the RFP and Appendices and, if selected, will carry out all of the requirements set forth within the RFP and the Appendices.

(b) The Respondent acknowledges and agrees that any Contract awarded pursuant to this RFP will be contingent upon the final closing of the Township's purchase of the Property and the Golf Course Facilities.

(c) The Respondent has prepared its Proposal using a complete set of Proposal Documents, including all addenda to the Request for Proposals issued by the Township, if any, prior to the date established for submission of all Proposals.

⁴ If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Respondent Information/Cover Letter.

(d) All information submitted in response to the Request for Proposals is accurate and factual and all representations made regarding the Respondent's willingness and ability to perform are true and correct.

(e) The name, title and contact information of the individuals who will be responding to questions on behalf of the Respondent are:

(f) Respondent has reviewed and accepts the provisions of the RFP. Respondent is not relying on the Township nor any of their advisors regarding any federal or state tax matters set forth in the RFP, if any, and Respondent shall consult, or has consulted, with its own tax advisors regarding such matters.

(g) Respondent has submitted with its Proposal a Consent of Surety for Performance Security in the form included in this RFP as Appendix B-3. Respondent also agrees to provide the Performance Bond in a form substantially similar to Appendix B-4.

If applicable: If the Proposal is being submitted by a joint venture, special purpose entity or similar business entity of more than one firm and/or organization, list the members, firms or organizations and designate a sole contact person for the joint venture, special purpose entity or similar business entity below:

2. Except to the extent expressly disclosed in the Proposal, there has been no material adverse changes in the financial status of the Respondent since the date of the most recent financial data (including Forms 10-K and 10-Q) submitted as part of the response to this Proposal.

3. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it under the RFP, Appendices, including the Qualified Management Contract.

4. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Contract. Execution of the Contract and the performance of all obligations thereunder have been authorized by all required action of the Respondent, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any applicable laws which regulate the conduct of the Respondent's affairs. The execution of the Contract and the performance of all obligations set forth in the RFP do not conflict with and do not constitute a breach of or an event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound. Upon execution hereof and upon satisfaction of the conditions contained in the RFP and Appendices, including the Contract, the Contract and the requirements of the RFP will constitute a valid, legally binding obligation of the Respondent, enforceable in accordance with their terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Contract, or any other agreement or instrument entered into by Respondent in connection with the transactions contemplated by the RFP and/or the Contract.

6. The Respondent has in its possession valid approvals, registrations or permits (or Respondent will have such approvals, registrations or permits prior to or simultaneously with the execution of the Contract) that, pursuant to Applicable Law, permit the Respondent to fulfill its obligations as required by the RFP and/or under and in accordance with the terms of the Contract for the term thereof.

7. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements that govern the Respondent's business activities.

8. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

9. The facilities, materials, equipment and personnel to be utilized by the Respondent in the performance of the Contract meet or exceed, in all material respects, the requirements as set forth in the RFP.

[NAME OF RESPONDENT]

By:

Name:

Title:

[SEAL]

APPENDIX B-3

**FORM OF CONSENT OF SURETY FOR
PERFORMANCE BOND**

In completing this Consent of Surety, the Surety shall not add any conditions to its obligation to provide the Performance Bond referred to herein.

In consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, [NAME OF SURETY] (hereinafter, the "Surety"), organized and existing under the laws of the State of _____ and duly authorized and qualified to transact business in the State of New Jersey, the undersigned Surety, consents and agrees that if [NAME OF RESPONDENT], (hereinafter, "Respondent") is selected as the Successful Respondent and awarded a Qualified Management and Maintenance Contract by the Township of West Orange under this Request for Proposals for (RFP), the undersigned Surety will become bound as Surety for the Respondent's faithful performance, as set forth in the RFP, and the Contract, and the Surety will provide Respondent with an Performance Bond in the amount of five hundred thousand dollars (\$500,000).

This Consent of Surety shall become effective on the date set forth below and remain in effect until the Surety shall issue the Performance Bond.

IN WITNESS WHEREOF, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this _____ day of 2021.

(A power of attorney, corporate acknowledgment and statement of authority to be attached hereto by the surety company.)

ATTEST:

By: _____
(Signature)

(Name of Surety)

Name: _____

By: _____

Title: _____

Date:

Date:

APPENDIX B-4

FORM OF PERFORMANCE BOND

The following is a form of Performance Bond that is acceptable to the Township. In providing the Performance Bond, it shall not contain any conditions to its issuance or any conditions to the obligations of the surety company issuing same, except as expressly provided in this form of Performance Bond.

Date:

_____, **PRINCIPAL**

_____, **SURETY**

THE TOWNSHIP OF WEST ORANGE, OBLIGEE

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named OBLIGEE, in the just and full sum of five hundred thousand dollars (\$500,000) for the payment of which sum well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a certain Contract with the OBLIGEE, dated _____, 2021 (the "Contract"), whereby the PRINCIPAL shall provide Services to OBLIGEE, which Contract is by reference made a part hereof, as if set forth in full herein.

NOW THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall faithfully perform its obligations under the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER:

Whenever the PRINCIPAL shall be, and is, declared to be in default of its obligations under the Contract by the OBLIGEE, the OBLIGEE having performed its obligations under the Contract, the SURETY may promptly remedy the default or shall promptly as follows:

(1) Perform the obligations under the Contract in accordance with the terms and conditions of the Contract, or

(2) Obtain a Proposal or Proposals for performance of the obligations under the Contract in accordance with the terms and conditions of the Contract, and upon a determination by SURETY and the OBLIGEE of the lowest responsible Respondent, arrange for a contract between such Respondent and the OBLIGEE, and make available as services continue (even though there should be a default or a succession of defaults under the contract or contracts arranged under this paragraph) sufficient funds to pay the cost of performance of such said obligations; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.

(3) After investigation, determine the amount for which it may be liable to the OBLIGEE and, as soon as practicable after the amount is determined, tender payment therefor to the OBLIGEE.

(4) Without waiver of any rights of the OBLIGEE, notify the OBLIGEE of the denial of liability in whole or in part citing reasons therefor.

Notwithstanding any term or condition contained in the Contract to the contrary, it is understood and agreed that the PRINCIPAL's and SURETY'S obligation under this bond shall not be assigned without the written consent of the PRINCIPAL and the SURETY, which consent shall not unreasonably be withheld.

The PRINCIPAL and the SURETY shall not be liable to the OBLIGEE in the aggregate in excess of the penal sum above stated. Any payment made by the SURETY in good faith under this bond shall reduce the bond amount stated by a like amount.

The SURETY hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract or in or to the specifications therefor shall in any way affect the obligation of the SURETY on this Bond.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above.

PRINCIPAL:

Title

SURETY:

Attorney-in-fact

[SEAL OF SURETY]

APPENDIX B-5

AGREEMENT FOR PROPOSAL SECURITY IN LIEU OF PROPOSAL BOND

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT
DOES NOT PROVIDE A PROPOSAL BOND WITH ITS PROPOSAL.)**

This Proposal is accompanied by proposal security in the form of a Certified Check or Cashier's Check drawn on the

(name of banking institution)

(address of banking institution)

in the amount of Twenty Thousand (\$20,000) Dollars.

(The undersigned Respondent hereby agrees that if its Proposal shall be accepted by the Township of West Orange (the "Township") and the undersigned shall fail to execute and deliver the Services to be performed pursuant to the Contract and provide the Performance Bond within ten (10) days of the issuance of a Notice to Proceed by the Township and in accordance with the terms and requirements of the Request for Proposals, and the Contract, then the undersigned shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void. In such event, the certified or cashier's check herewith submitted as Proposal security shall be due and payable thereunder to the Township as liquidated damages; otherwise said check or the amount thereof, shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Township, and the receipt by the Township of the Successful Respondent's Performance Bond.

The undersigned Respondent hereby understands and agrees that the Successful Respondent's Performance Bond shall be submitted to the Township upon the issuance of a Notice to Proceed, which may be issued by the Township at any time during the Term of the Contract. The undersigned Respondent hereby understands and agrees that the Township shall retain the Successful Respondent's certified check or cashier's check submitted as proposal security until the issuance of a Notice to Proceed by the Township, and the receipt by the Township of the Successful Respondent's Performance Bond.

[NAME OF RESPONDENT]

By:

Attach Cashier's or
Certified Check
Payable to the order
of **The Township of West Orange.**

Print Name:
Title:

APPENDIX B-6

FORM OF PROPOSAL BOND

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES
A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A CERTIFIED CHECK
OR CASHIER'S CHECK.)**

KNOW ALL MEN BY THESE PRESENTS, that, [NAME OF RESPONDENT], as Principal (hereinafter, the "Principal") and [NAME OF SURETY], a [Corporation] [Partnership] duly organized under the laws of the State of _____, as Surety (hereinafter, the "Surety"), are held and firmly bound under the **TOWNSHIP OF WEST ORANGE**, as Obligee (hereinafter, the "Obligee"), in the sum of **TWENTY THOUSAND (\$20,000) DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit to the Obligee a Proposal for compliance with the terms and conditions of the Request for Proposals, dated May 15, 2021 and the Contract, which Proposal is made a part hereof;

NOW THEREFORE, the Surety hereby understands that if the said Proposal is accepted and the Contract be awarded to the Respondent, said Principal will execute the Contract and give the Performance Bond with Surety acceptable to the Obligee for the faithful performance of Obligee's obligations under the Contract, as set forth in the RFP and in accordance with the terms and conditions of the Contract, or if the Principal shall fail to enter such agreement and give such Performance Bond, then the Principal shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void. In such event, Surety hereby agrees that it will pay to the Obligee the Penal amount of this Proposal Bond as liquidated damages; otherwise said Bond shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Obligee or Township of West Orange (the "Township"), and the receipt by the Obligee or the Township of the Successful Respondent's Performance Bond.

It is agreed that this Proposal Bond shall be effective on the date the Proposal is submitted and will continue in full force until the issuance of a Notice to Proceed by the Obligee, and the receipt by the Obligee of the Successful Respondent's Performance Bond.

In the presence of:

_____ (Seal)

PRINCIPAL

TITLE

WITNESS

SURETY (Seal)

WITNESS

APPENDIX B-7

TOWNSHIP OF WEST ORANGE

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Respondent's Business: _____

CHECK ONE:

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

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

☐ If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Limited Liability Company

☐ Limited Liability Corporation

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:
Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:
Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:

Subscribed and sworn to
before me this ____ day
of _____, 20__

Print name of affiant

Notary public of

My Commission expires _____

APPENDIX B-8

TOWNSHIP OF WEST ORANGE

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ of the Municipality of _____,
in the County of _____ and State of _____ of full age, being duly sworn
according to law on my oath depose and say that:

I am _____ (Title or position) of the firm of
_____ (Name of firm) , the Respondent making this Proposal, and that I
executed the said Proposal with full authority so to do; that said Respondent has not, directly or
indirectly entered into any agreement, participated in any collusion, or otherwise taken any action
in restraint of free, competitive contracting in connection with the Request for Proposals, dated
_____, 2021, issued by the Township of West Orange (the "Township"); and that all
statements contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the Township will rely upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage, or
contingent fee, except bona fide employees or bona fide employees or bona fide established
commercial or selling agencies maintained by _____
(N.J.S.A. 52:34-25) (Name of Respondent)

Subscribed and sworn to
Before me this _____ day
Of _____, 2021

(print name of affiant under signature)

Notary public of

My Commission expires _____

APPENDIX B-9

TOWNSHIP OF WEST ORANGE

CONSENT TO INVESTIGATION

The Respondent hereby gives its consent to the Township of West Orange (the "Township"), or its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Proposals, dated May 15, 2021, with respect to the Contract, including financial and law enforcement information relating to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that the Township and/or its authorized representatives are authorized to inspect all premises and relevant records of the Respondent in order to verify information contained in the Proposal.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent¹

Respondent's Address:

By: _____
(Signature)

Name:

Title:

Date:

¹ If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Form.

APPENDIX B-10

TOWNSHIP OF WEST ORANGE

STATEMENT OF RESPONDENT'S QUALIFICATIONS

(This form must be completed and submitted with Proposal, one form for each entity if a joint proposal or joint venture)

1. If Firm is a Corporation, list state of incorporation:

2. _____
If Firm is a Partnership, list names of partners:

All questions must be answered and the data given must be concise, *comprehensive* and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.

1. Firm name.

2. Principal address,

3. Year firm was organized.

4. Where and when incorporated.

5. The number of years of firm's experience in providing services and/or performing similar contracts similar to those set forth in this RFP is _____. Describe in detail experience of Respondent and/or principals thereof in providing operation and management services and/or operating golf courses. For all golf facilities where continuous contract operation and management services have been provided for two (2) years or more, provide client name, contact, address and phone number and a brief description of the project. Note: Respondents, or principals thereof, must have a minimum of five (5) years' experience providing contract operation and management services for golf courses.

6. List of comparable work completed by Respondent within the past 5 years and any jobs/contracts currently in progress and provide at least 3 references, including contact information for services/contracts/work of similar size and scope. Include the cost for each contract, and beginning and completion dates. Note: Respondents, or principals thereof, must have experience with a minimum of five (5) municipal golf courses for which they have provided contract operation and management services.

7. List default experience on previous contracts/projects similar to this RFP, within the past 10 years.
8. List present comparable contracts presently underway.
9. List major equipment available for the Contract and provide the following information regarding technical, managerial and supervisory personnel experienced in providing supervision, trouble-shooting, evaluations, and other technical information in support of management, operation and maintenance of a public golf course as set forth in this RFP: names, education, experience and years of service with the Respondent of these employees.
10. Credit line (substantiate submittal).
11. Respondent shall currently have under successful operation at least four (4) golf courses. List at least four (4) golf courses, preferably public facilities in the northeast/mid-Atlantic region of the United States that Respondent has successfully operated, either by virtue of ownership, service contracts or leases. Provide names of the golf courses, contact information for a reference for each, the dates of ownership, lease or operation, and a general description of services provided.
12. Respondent shall provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: (i) balance statement detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (H) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity.
13. Respondent must provide complete financial statements for the current fiscal year to date and prior fiscal year, including balance statement (detailing cash and cash equivalents, current assets, current liabilities, stockholder equity), statement of operations (detailing pre-tax earnings) and statement of cash flows.
14. No litigation shall be pending or brought against the Respondent, including owners and principals, that could materially affect its ability to perform under the Qualified Management Contract as provided in this RFP. List all threatened and pending claims, litigation and judgments or settlements, and any government enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance under the Qualified Management Contract. (If none, so state).
15. List the names and contact information for Respondent's banks or other financial institutions.
16. Respondent shall have at least one PGA or LPGA Class "A" Golf Professional on staff; and a Greens Superintendent/Agronomist on staff or contracted, with a minimum of the following license/permits: (1) Commercial Pesticide Application; (2) Commercial Application of Pesticides

for Turf and Ornamentals; and at least one individual with computer programming operations experience for the computer controlled irrigation systems.

Identify and list the license numbers/permit numbers of the Superintendent/Agronomist for the required licenses, above, and identify the names and experience, and provide resumes, for all key personnel, including the licensed personnel.

17. Respondent provides the evidence of its ability to conduct facility and grounds evaluations and to implement improvements in operations and maintenance practices to improve performance, condition, efficiency and reliability.

18. Respondent provides the following information regarding its approach to sharing information with the Township relative to technical, budgetary and financial matters. Examples of reports to be provided are operation and management schedules, budgets, etc.

19. Respondent provides the following organization chart and description of resources regarding the corporate resources, staff and personnel deemed necessary to perform in accordance with the terms and conditions of the Qualified Management Contract.

Date: _____

Respondent

By:

TITLE:

STATE OF _____

(Name of Respondent), being duly sworn, deposes and says that he is _____ (Title/Position) of _____ and that the answers to the foregoing questions and all statement therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission expires: _____

APPENDIX B-11

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent¹ hereby acknowledges receipt of the following Addenda:

Addendum Number Receipt	Dated	Acknowledge (initial)

☐ No addenda were received: *(Respondent must check if no addenda were received)*

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

¹ If a joint venture, partnership or other formal organization or firm submits this Proposal, all such firms shall be listed and each such participant shall execute this Proposal Form.

**APPENDIX B-12
TOWNSHIP OF WEST ORANGE**

**N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

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

APPENDIX B-13

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Respondent: _____

PART 1: CERTIFICATION

**RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-
RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's bid non-responsive.** If the Township finds a person or entity to be in violation of law, the Township shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.****

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN
IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS, PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.

Name _____ Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township is relaying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the state in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**APPENDIX B-14
TOWNSHIP OF WEST ORANGE**

**AFFIDAVIT OF QUALIFICATION FOR
OWNERSHIP INTEREST IN OR ASSOCIATION WITH
A NEW JERSEY ALCOHOLIC BEVERAGE LICENSE OR PERMIT**

_____))
STATE OF _____))
COUNTY OF _____))
_____))
_____)

I, _____, residing at _____,
_____, of full
age, being duly sworn according to law, upon my oath depose and say:

1. I am a _____ [shareholder/member/
partner/sole proprietor] of _____ [corporate
or partnership entity, if any] holding the office or title of _____
and am duly authorized to make this affidavit.

2. An application for a New Jersey _____
_____ [specify type of license or permit] by
_____ [name of applicant] has been filed
with the New Jersey Division of Alcoholic Beverage Control.

3. This affidavit is submitted in support of my qualification to have an ownership interest
in or association with a New Jersey Alcoholic Beverage license or permit issued pursuant to the
laws of the State of New Jersey, including Title 33, New Jersey Revised Statutes, entitled
"Intoxicating Liquors."

4. I represent that pursuant to N.J.S.A. 33:1-25, I am qualified to hold an interest in or associate with a New Jersey alcoholic beverage license or permit according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder and any pertinent local ordinances and conditions imposed consistent with Title 33.

5. I represent that I meet all New Jersey mandated qualifications including that:

- a. I am 18 years of age or older;
- b. I have not been convicted of a crime of moral turpitude;
- c. I am a reputable person who will operate the licensed business in a reputable manner;
- d. I have fully and completely disclosed all beneficial interests in the entity to be licensed;
- e. I have no ownership in nor am I an officer or director of any corporation that is an alcoholic beverage manufacturer or wholesaler;
- f. I do not have an interest in more than two retail licenses, except as otherwise permitted under N.J.S.A. 33:1-12.32;
- g. I am not ineligible for licensure for 2 years or more because of prior revocation; and
- h. I am not a peace or police officer or any other person whose powers and duties includes the enforcement of the New Jersey Alcoholic Beverage Control laws or regulations, or holds an interest in or am I an officer in a for-profit corporation in which any peace or police officer has a direct or indirect interest in.

6. I understand that if I do not meet with the qualification requirements of Title 33 of the New Jersey Statutes and regulations promulgated thereunder, after a criminal background investigation is conducted on me, I cannot hold an interest in any New Jersey liquor license or permit. I also understand that if am disqualified, I must divest myself of an interest in or association with any New Jersey liquor license or permit within a time frame specified by the Director.

7. I make the foregoing statements realizing that the Division of Alcoholic Beverage Control will rely on them. I am also aware that any misstatements or omissions of material facts that is made by me are grounds for suspension or revocation of any New Jersey Alcoholic Beverage license or permit that I may have an interest in or association with.

8. I make the foregoing statements and represent that under penalty of perjury, the foregoing statements are true and correct.

By: _____

Name: _____

Title: _____

Signed and Sworn to before me on this

_____ day of _____, 2021.

**APPENDIX B-15
TOWNSHIP OF WEST ORANGE**

PROPOSAL CHECKLIST

**REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE**

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for its Proposal to be considered by the Township in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:

		CHECK
(a)	Appendix B-1	Qualified Management and Maintenance Proposal Sheet ()
	Appendix B-2	Respondent Information/Cover Letter ()
	Appendix B-3	Consent of Surety ()
	Appendix B-5**	Agreement for Proposal Security in Lieu of Proposal Bond ... ()
	Appendix B-6**	Proposal Bond ()
	Appendix B-7	Ownership Disclosure Statement ()
	Appendix B-10	Statement of Respondent's Qualifications ()
	Appendix B-11	Acknowledgement of Receipt of Addenda ()
	Appendix B-13	Disclosure of Investment Activities in Iran ()

**Provide Appendix B-5 or B-6, as applicable (Proposal Bond, Cashier's Check or Certified Check (RFP *Section 4.2*)

(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:

CHECK

(a)	Appendix B-8	Non-Collusion Affidavit ()
	Appendix B-9	Consent to Investigation ()
	Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language .. ()
	Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control ()
	Appendix B-15	Proposal Checklist ()

(b) Business Registration Certificate (RFP Section 4.12)(☐)

A copy of the State of New Jersey Department of the Treasury Division of Revenue, Business Registration Certificate (“BRC”) should be included with the proposal as it must be received by the Township prior to the award of the contract. The BRC provided must show that the Respondent was registered at the time of receipt of proposals or the proposal will be rejected.

TOWNSHIP OF WEST ORANGE
ADDENDUM #1 TO REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE

New Proposal Due Date: Tuesday, June 22, 2021 at 1:00 P.M.

The Township of West Orange (the “Township”) issues this Addendum #1 to the Request for Proposals for Operation, Management and Maintenance Services for the Golf Course and Clubhouse Facility at Rock Spring Golf Court (the “RFP”) advertised on Saturday, May 15, 2021. This addendum is issued to reschedule the deadline for submission of Proposals in response to the and shall supersede any conflicting section of the original RFP. This Addendum #1 must be acknowledged in your proposal utilizing the form captioned “Acknowledgement of Receipt of Addenda” annexed to the RFP as Appendix B-11. Failure to acknowledge Addendum #1, as well as any subsequent issued Addenda shall be cause for rejection of your proposal.

TOWNSHIP OF WEST ORANGE
ADDENDUM #2 TO REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE

Proposal Due Date: Tuesday, June 22, 2021 at 1:00 P.M.

The Township of West Orange (the "Township") issues this Addendum #2 to the Request for Proposals for Operation, Management and Maintenance Services for the Golf Course and Clubhouse Facility at Rock Spring Golf Court (the "RFP") initially advertised on Saturday, May 15, 2021. Failure to acknowledge Addendum #2, along with the previously issued Addendum #1, as well as any subsequent issued Addenda shall be cause for rejection of your proposal.

Amendment to the RFP

The Township amends the RFP as follows:

Section 2.1 of the RFP shall be amended from:

The Contract will require the Successful Respondent to perform Operation. Management. And Maintenance Services as set forth in Appendix A-4 for a period of five (5) years, and such services (collectively the "Services").

to now read:

The Contract will require the Successful Respondent to perform Operation. Management. And Maintenance Services as set forth in Article II of the RFP for a period of five (5) years, and such services (collectively the "Services").

Questions regarding the RFP

Pursuant to the instructions set forth in the RFP, the Township responds the question(s) received regarding the RFP as follows:

1. Is the Township looking for a LEASE partner or are you looking for a FEE BASED management partner?

Answer: The Township is not seeking a lease partner. The Contract will be based upon the payment schedule set forth in Section 2.4 of the RFP.

Exhibit “B”



PROFESSIONAL MANAGEMENT OF

ROCK SPRING GOLF CLUB

TOWNSHIP OF WEST ORANGE, NJ

RFP Issued May 15, 2021

Submittal: June 22, 2021





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SECTION I

Respondent Information/Cover

Letter Appendix B-2



APPENDIX B-2

RESPONDENT INFORMATION/COVER LETTER FORM

Date: June 16, 2021

Respondent: KemperSports Management, Inc.

Address: 500 Skokie Blvd. | Suite 444 | Northbrook, IL | 60062

Telephone: 847-480-4856

Contact Person: Ben Blake

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity)): Corporation

A.GENERAL:

In submitting this Proposal, the Respondent warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Request for Proposals):

1. (a) The Respondent has reviewed and understands the requirements set forth within the RFP and Appendices and, if selected, will carry out all of the requirements set forth within the RFP and the Appendices.

(b) The Respondent acknowledges and agrees that any Contract awarded pursuant to this RFP will be contingent upon the final closing of the Township's purchase of the Property and the Golf Course Facilities.

(c) The Respondent has prepared its Proposal using a complete set of Proposal Documents, including all addenda to the Request for Proposals issued by the Township, if any, prior to the date established for submission of all Proposals.

(d) All information submitted in response to the Request for Proposals is accurate and factual and all representations made regarding the Respondent's willingness and ability to perform are true and correct.

(e) The name, title and contact information of the individuals who will be responding to questions on behalf of the Respondent are:

Ben Blake

Executive Vice President

847-480-4856

bblake@kempersports.com

(f) Respondent has reviewed and accepts the provisions of the RFP. Respondent is not relying on the Township nor any of their advisors regarding any federal or state tax matters set forth in the RFP, if any, and Respondent shall consult, or has consulted, with its own tax advisors regarding such matters.

(g) Respondent has submitted with its Proposal a Consent of Surety for Performance Security in the form included in this RFP as Appendix B-3. Respondent also agrees to provide the Performance Bond in a form substantially similar to Appendix B-4.



If applicable: If the Proposal is being submitted by a joint venture, special purpose entity or similar business entity of more than one firm and/or organization, list the members, firms or organizations and designate a sole contact person for the joint venture, special purpose entity or similar business entity below: NA

2. Except to the extent expressly disclosed in the Proposal, there has been no material adverse changes in the financial status of the Respondent since the date of the most recent financial data (including Forms I 0-K and I 0-Q) submitted as part of the response to this Proposal.

3. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it under the RFP, Appendices, including the Qualified Management Contract.

4. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Contract. Execution of the Contract and the performance of all obligations thereunder have been authorized by all required action of the Respondent, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any applicable laws which regulate the conduct of the Respondent's affairs. The execution of the Contract and the performance of all obligations set forth in the RFP do not conflict with and do not constitute a breach of or an event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound. Upon execution hereof and upon satisfaction of the conditions contained in the RFP and Appendices, including the Contract, the Contract and the requirements of the RFP will constitute a valid, legally binding obligation of the Respondent, enforceable in accordance with their terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Contract, or any other agreement or instrument entered into by Respondent in connection with the transactions contemplated by the RFP and/or the Contract.

6. The Respondent has in its possession valid approvals, registrations or permits (or Respondent will have such approvals, registrations or permits prior to or simultaneously with the execution of the Contract) that, pursuant to Applicable Law, permit the Respondent to fulfill its obligations as required by the RFP and/or under and in accordance with the terms of the Contract for the term thereof.

7. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements that govern the Respondent's business activities.



8. No corporation, partnership, Individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

9. The facilities, materials, equipment and personnel to be utilized by the Respondent in the performance of the Qualified Management Contract meet or exceed, in all material respects, the requirements as set forth in the RFP.

By: KemperSports Management, Inc.

Name: Ben Blake

Title: Executive Vice President



SECTION II
GENERAL INFORMATION

Date: June 16, 2021

Respondent: KemperSports Management, Inc.

Address: 500 Skokie Blvd. | Suite 444 | Northbrook, IL | 60062

Telephone: 847-480-4856

Contact Person: Ben Blake

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity)): Corporation

State of Incorporation: IL

By: KemperSports Management, Inc.

Name: Ben Blake

Title: Executive Vice President



SECTION III
RESPONDENT'S FINANCIAL INFORMATION

As a matter of policy, Kemper Sports does not provide its financial statements in a public RFP. However, we are willing to make available our company financial statements to the City in a private and confidential setting, if Kemper Sports is selected (or as a condition of being selected) for this project. Please see the bank reference from BMO on the following page.

By: KemperSports Management, Inc.

Name: Ben Blake

Title: Executive Vice President

A handwritten signature in blue ink that reads "Ben Blake".

June 2, 2021

Jim Lawler
Kemper Sports Management Inc.
500 Skokie Blvd, 5th Floor
Northbrook, IL 60062

RE: Bank Reference

To Whom It May Concern:

Kemper Sports Management, Inc. has been a customer of BMO Harris Bank N.A. for 25 years and has been held in high regard throughout this time. Kemper Sports currently has a borrowing and depository relationship with BMO Harris.

BMO Harris considers Kemper Sports' management team strong and capable. Throughout our relationship with Kemper Sports, the company has generated satisfactory financial results, maintained adequate liquidity, handled its accounts in a satisfactory manner, and remained in good standing with BMO Harris

Please contact me if you have questions or need additional information.

Sincerely,



Vicky M. Hitz
Assistant Vice President /CBSA
BMO Harris Bank N.A.
(312) 462-3339
Vicky.hitz@bmo.com



SECTION IV
QUALIFIED MANAGEMENT AND MAINTENANCE CONTRACT QUOTATION SHEET
APPENDIX B-1

APPENDIX B-1

QUALIFIED OPERATION, MANAGEMENT, AND MAINTENANCE CONTRACT PRICE QUOTATION

TO: TOWNSHIP OF WEST ORANGE

**RE: REQUEST FOR PROPOSALS FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE
FACILITIES AT ROCK SPRING GOLF COURSE**

NAME OF RESPONDENT Kemper Sports Management, Inc

The undersigned, authorized to bind the above-named Respondent, hereby acknowledges Respondent's understanding and acceptance of the terms, conditions and requirements included in the RFP and all Appendices, including this **Appendix B-1**, and any addenda thereto, and proposes the following in accordance therewith:

- 1. General: Qualified Management Contract/Services:** The Successful Respondent will be required to enter into a five (5) year Qualified Operation, Management, And Maintenance Contract with the Township, all in accordance with the terms set forth in this **Appendix B-1** Proposal Form, specifically, and all provisions of this RFP, generally.
- 2.** Under the Contract the Successful Respondent will be required to provide the Services necessary to manage and operate the Golf Course Facilities which will consist of (1) the Golf Course, (2) the Clubhouse at Rock Spring Golf Course, and (3) certain Ancillary Facilities, all located on the Property.
- 3. Project Forms:** The Successful Respondent will be required to enter into with the Township in the form set forth at **Appendix A-1**.
- 4. Instructions for completing Appendix B-1:** Respondent shall complete, execute and submit **Appendix B-1** as required by the RFP, in accordance with the following:

Section A. Background Information. Respondent must completely fill out Section A, subsections 1 through 4. These subsections are self-explanatory. Note that in subsection 1, a joint venture or other joint business arrangement Respondent must list all entities in the joint venture or other joint business arrangement, and identify the managing or lead entity.

Section B. Proposal.

Subsection 3. Payment Schedule, Contract Compliance Officer Monthly Fee, and Projected Budget

Subsection 3a. Payment Schedule. Respondent must acknowledge and agrees That if it is selected as the Successful Respondent it shall abide by the allocation of Gross Revenues consistent with the Payment Schedule and the reporting requirements set forth in Section 2.4 of the RFP.

Subsection 3b. Contract Compliance Officer Monthly Fee. Respondent acknowledges and agrees that if it is selected as the Successful Respondent, it shall pay a monthly fee of \$1,000 to cover the cost of a Contract Compliance Officer consistent with Section 2.4.1 of the RFP.

Subsection 3c. Projected Budget. Respondent must provide a projected budget showing projected revenues and projected expenses for each month of each year of the Contract.

Subsection 4. Operational Plan. Respondents shall provide a narrative operational plan which sets for the details describing the manner in which the Respondent intends to perform the services required under the Contract consistent with the requirements set forth in this RFP, including the proposed hours of operation for the Golf Course Facilities.

Subsection 5. Equipment List. Respondents shall provide a list of additional equipment, including Golf Carts, the Respondent intends to utilize for the operations at the Golf Course Facilities. As required in Section 2.6.8(b), Respondent's list of additional equipment must include and Company must provide no less than sixty (60) Golf Carts. Respondents shall also provide a description of the equipment and condition of the equipment.

Subsection 6. Proposal for Primary Fees and Secondary Fees. Respondents shall provide a schedule of Primary Fees and Secondary Fees to be charged to customers at the Golf Course Facilities. Respondents shall provide a schedules for Primary Fees for: (i) a maximum, not-to-exceed amount it shall charge for Primary Fees to Township residents; (ii) a maximum, not-to-exceed amount it shall charge for Primary Fees to non-Township residents; (iii) a maximum, not-to-exceed amount it shall charge for Primary Fees to Senior Township residents; and (iv) a maximum, not-to-exceed amount it shall charge to Senior non-Township residents. Respondents may also propose rates for a seasonal pass or frequent user rates. Respondent shall provide a schedule for private golf lessons, group golf lessons, and use of the Driving Range. Respondent may also provide a schedule of Secondary Fees for proposed prices for all other services, goods, and concessions which constitute "Secondary Fees" as defined in this RFP.

Subsection 7. Respondents shall provide a transition plan and schedule for implementation of the Contract to meet the proposed date for opening the Golf Course Facilities to the public on May 1, 2022.

Subsection 8. Subsection 8(b) requires that Respondent provide a detailed description of any revision(s) it proposes to **Appendix A-1** and/or the Proposal Forms (**Appendices B-1 through B-15**, as appropriate) together with a justification for such revisions. The Township reserves its right, in its sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to the Township. Revisions deemed material by the Township shall result in Respondent's Proposal being rejected as nonresponsive. Accordingly, Respondents should pose all questions to the Township regarding proposed revisions, in accordance with the process established in RFP Section 1.5. This will permit the Township to consider such proposed revisions prior to the Proposal Submission Date and, if the Township deems such revisions acceptable, the Township will issue an addendum to the RFP. The Township reserves the sole and exclusive right to accept, reject or modify any and all such proposed revisions received during the period established in RFP Section 1.5.

Subsection 9. Subsection 9 allows Respondent to submit additional supplemental information at Respondent's option (see RFP Section 3.15A).

Appendix B-1 (continued)

**QUALIFIED OPERATION, MANAGEMENT, AND MAINTENANCE
CONTRACT PRICE QUOTATION**

A. Background Information:

1. Respondent: KemperSports Management, Inc.

[List all entities if a joint venture, and identify lead entity]

2. Date: June 16, 2021

3. Contract Term is for five (5) years

4. Respondent *Contact* Person:

Name: Ben Blake
Title: Executive Vice President
Phone: 847-480-4856
Fax:
E-mail Address: bblake@kempersports.com
Cell: 224-723-2626

Signature: 

B. Proposal:

1. **General.** By executing this Proposal form, the Respondent Contact Person is authorized to bind the Respondent to all of the representations and terms of this Proposal form, and Respondent is so bound.

2. **Defined Terms and Proper Form.** Capitalized terms not defined in this Proposal form shall be as defined in the RFP.

Payment Schedule, Contract Compliance Officer Monthly Fee, and Projected Budget:

3a. Payment Schedule. The Respondent acknowledges and agrees that if it is selected as the Successful Respondent it shall abide by the allocation of Gross Revenues consistent with the Payment Schedule and the reporting requirements set forth in Section 2.4 of the RFP.

Yes ☒ No ☐

3b. Contract Compliance Officer Monthly Fee. The Respondent agrees that if it is selected as the Successful Respondent, it shall pay a monthly fee of \$1,000 to the Township to cover the costs of a Contract Compliance Officer consistent with Section 2.4.1 of the RFP.

Yes ☒ No ☐

3c. Projected Budget. Respondent must provide a projected budget showing projected revenues and projected expenses for each month of each year of the Contract. If Respondent requires additional space, it can append additional pages hereto.

Please see next page

For Rock Spring RFP Response - May 15, 2021

Subsection 3c - 5 Year Projected Budget

2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 6	\$ 6	\$ 141	\$ 262	\$ 325	\$ 482	\$ 482	\$ 472	\$ 456	\$ 283	\$ 79	\$ 6	\$ 3,000
Expenses	66	61	121	197	215	292	297	297	266	223	109	71	2,215
EBITDA	\$ (60)	\$ (55)	\$ 20	\$ 65	\$ 110	\$ 190	\$ 185	\$ 175	\$ 190	\$ 60	\$ (30)	\$ (65)	\$ 785

2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 6	\$ 6	\$ 144	\$ 267	\$ 331	\$ 492	\$ 492	\$ 481	\$ 465	\$ 289	\$ 80	\$ 6	\$ 3,060
Expenses	67	62	123	199	217	295	300	299	268	225	110	72	2,237
EBITDA	\$ (61)	\$ (55)	\$ 22	\$ 68	\$ 114	\$ 197	\$ 192	\$ 181	\$ 196	\$ 63	\$ (30)	\$ (66)	\$ 823

2024	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 7	\$ 7	\$ 147	\$ 273	\$ 338	\$ 501	\$ 501	\$ 491	\$ 474	\$ 294	\$ 82	\$ 7	\$ 3,121
Expenses	68	63	124	201	219	298	303	302	271	227	111	73	2,260
EBITDA	\$ (61)	\$ (56)	\$ 23	\$ 72	\$ 119	\$ 204	\$ 199	\$ 188	\$ 203	\$ 67	\$ (29)	\$ (66)	\$ 862

2025	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 7	\$ 7	\$ 150	\$ 278	\$ 345	\$ 512	\$ 512	\$ 500	\$ 484	\$ 300	\$ 83	\$ 7	\$ 3,184
Expenses	68	63	125	203	221	301	306	306	274	230	112	73	2,282
EBITDA	\$ (62)	\$ (56)	\$ 25	\$ 75	\$ 123	\$ 211	\$ 206	\$ 195	\$ 210	\$ 71	\$ (28)	\$ (67)	\$ 902

2026	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 7	\$ 7	\$ 153	\$ 284	\$ 352	\$ 522	\$ 522	\$ 510	\$ 493	\$ 306	\$ 85	\$ 7	\$ 3,247
Expenses	69	64	126	205	224	304	309	309	277	232	113	74	2,305
EBITDA	\$ (62)	\$ (57)	\$ 27	\$ 79	\$ 128	\$ 218	\$ 213	\$ 202	\$ 217	\$ 74	\$ (28)	\$ (67)	\$ 942

4. **Operational Plan.** If Respondent requires additional space, it can append additional pages hereto.

Please see Section VII. Supplemental Information for both an executive summary and detailed explanation of our Operational Plan, including programming, sales and marketing, etc.

5. **Equipment List.** If Respondent requires additional space, it can append additional pages hereto.

Quantity	Equipment
	Course Maintenance Equipment - KemperSports will utilize all existing equipment and in 2022 we plan to lease additional course maintenance equipment. A detailed list of this equipment is available upon request.
	Golf Carts – The current fleet lease is ending at the end of 2021 and we will lease a new fleet of 80 carts.

6. **Primary Fees and Secondary Fees.** Respondents shall attached a schedule for Primary Fees and Secondary Fees reflecting the proposed pricing for all other services, goods, and concessions consistent with the instructions set forth in Section 2.5 of this RFP. Please see next three pages.

ROCK SPRING GOLF CLUB 2021-2022* WINTER RATES

<u>WEEKDAY -(MONDAY-THURSDAY)</u>	<u>OPEN -11:59 AM</u>	<u>12:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$35	\$25
SENIOR, MILITARY, 1ST RESPONDER	\$25	\$25
PASSHOLDER	\$0	\$0
PASSHOLDER GUEST	\$25	\$25
JUNIOR	\$20	\$20

<u>FRIDAY</u>	<u>OPEN -11:59 AM</u>	<u>12:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$45	\$35
SENIOR, MILITARY, 1ST RESPONDER	\$35	\$35
PASSHOLDER	\$0	\$0
PASSHOLDER GUEST	\$35	\$35
JUNIOR	\$20	\$20

<u>WEEKEND -(SAT,SUN, HOLIDAYS)</u>	<u>OPEN -11:59 AM</u>	<u>12:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$65	\$55
SENIOR, MILITARY, 1ST RESPONDER	\$55	\$55
PASSHOLDER	\$0	\$0
PASSHOLDER GUEST	\$55	\$55
JUNIOR	\$40	\$40

ROCK SPRING GOLF CLUB 2021-2022* RATES

FEES AND SERVICES

RIDING CART (PER PLAYER)	\$17
PULL CART	\$9
RENTAL CLUBS	\$35
HANDICAP FEE	\$45

2021-2022* SEASON PASS RATES

SINGLE ADULT	\$3,900	\$17
FAMILY(ADULT + HOUSEHOLD)	\$5,400	\$17
HALF SEASON PASS	\$2,195	\$17
ANNUAL CART FEE PLAN	\$750	
ANNUAL CART FEE PLAN ADD-ON	\$750	

*2022 Rates are subject to change and council approval

ROCK SPRING GOLF CLUB 2021-2022* Spring RATES

WEEKDAY -(MONDAY-THURSDAY) OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$52	\$42	\$32
SENIOR, MILITARY, 1ST RESPON	\$42	\$32	\$32
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$42	\$32	\$32
JUNIOR	\$20	\$20	\$20

FRIDAY OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$62	\$52	\$42
SENIOR, MILITARY, 1ST RESPON	\$52	\$42	\$42
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$52	\$42	\$42
JUNIOR	\$20	\$20	\$20

WEEKEND -(SAT,SUN, HOLIDAY) OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$82	\$72	\$62
SENIOR, MILITARY, 1ST RESPON	\$72	\$62	\$52
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$72	\$62	\$52
JUNIOR	\$42	\$42	\$42

RESIDENT DAYS

TUESDAY OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
West Orange Senior Resident C	\$18	\$18	\$18

THURSDAY OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
West Orange Resident Day	\$28	\$28	\$28

ROCK SPRING GOLF CLUB 2021-2022* RATES

FEES AND SERVICES

RIDING CART (PER PLAYER)	\$17
PULL CART	\$9
RENTAL CLUBS	\$35
HANDICAP FEE	\$45

2021-2022* SEASON PASS RATES

	<u>Greens Fee</u>	<u>Cart Fee</u>
SINGLE ADULT	\$4,200	\$17
FAMILY(ADULT + HOUSEHOLD)	\$6,000	\$17
HALF SEASON PASS	\$2,500	\$17
ANNUAL CART FEE PLAN	\$850	
ANNUAL CART FEE PLAN ADD-C	\$850	

*2022 Rates are subject to change and council approval

ROCK SPRING GOLF CLUB 2021-2022* Summer RATES

<u>WEEKDAY -(MONDAY-THURSDAY)</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$62	\$52	\$42
SENIOR, MILITARY, 1ST RESPONDER	\$52	\$42	\$32
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$52	\$42	\$32
JUNIOR	\$20	\$20	\$20

<u>FRIDAY</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$72	\$62	\$52
SENIOR, MILITARY, 1ST RESPONDER	\$62	\$52	\$42
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$62	\$52	\$42
JUNIOR	\$20	\$20	\$20

<u>WEEKEND -(SAT,SUN. HOLIDAYS)</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$92	\$82	\$72
SENIOR, MILITARY, 1ST RESPONDER	\$82	\$72	\$62
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$82	\$72	\$62
JUNIOR	\$42	\$42	\$42

RESIDENT DAYS

<u>TUESDAY</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
West Orange Senior Resident Day	\$18	\$18	\$18

<u>THURSDAY</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
West Orange Resident Day	\$28	\$28	\$28

ROCK SPRING GOLF CLUB 2021-2022* RATES

FEES AND SERVICES

RIDING CART (PER PLAYER)	\$17
PULL CART	\$9
RENTAL CLUBS	\$35
HANDICAP FEE	\$45

2021-2022* SEASON PASS RATES

	<u>Greens Fee</u>	<u>Cart Fee</u>
SINGLE ADULT	\$4,200	\$17
FAMILY(ADULT + HOUSEHOLD)	\$6,000	\$17
HALF SEASON PASS	\$2,500	\$17
ANNUAL CART FEE PLAN	\$850	
ANNUAL CART FEE PLAN ADD-ON	\$850	

*2022 Rates are subject to change and council approval

7. **Transition Plan and Schedule.** If Respondent requires additional space, it can append additional pages hereto.

KemperSports is prepared to continue current operations immediately upon contract commencement. A transition schedule and checklist may be found in Section VII.

8. **Non-Material Changes.** Respondents are advised that any material revisions to **Appendix A-1**, and/or the Proposal Forms in **Appendix B** shall result in Respondent's Proposal being rejected as non-responsive. If Respondent proposes to make any non-material revision(s) to these documents, Respondent shall provide a detailed description of the proposed revision(s) together with a justification for such revisions, below. The Township reserves the right, in its sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in their sole discretion, to determine whether such non-material revisions are acceptable to the Township.

(a) None.

(b) Respondent proposes the following changes to the following identified documents:

In lieu of the terms and conditions provided in Appendix A-1, if chosen as the successful Respondent, KemperSports proposes that the existing Qualified Management and Maintenance Contract between the Township of West Orange and KemperSports dated as of March 29, 2019, which the parties negotiated after KemperSports was awarded the bid under the RFP issued in 2019 for the operation, management and maintenance of the Rock Springs Golf Course, serve as the basis for the negotiation of a new agreement, subject to the revision of terms consistent with KemperSports current proposal in response to the May 15, 2021 RFP. KemperSports and the Township have successfully operated under the existing agreement since 2019 and using it as the basis for a new agreement will provide continuity and efficiency.

9. **Additional Information.** Provide any supplemental information that Respondent deems relevant or useful for the Township to consider in evaluating Respondent's Proposal, including any information or suggestions that Respondent deems relevant to its proposal, as contemplated by RFP Section 3.15(A).

(a) None

X (b) Supplemental information provided at Respondent's option:

KemperSports has attached all relevant supplemental information in Section VII - Supplemental Information, at the rear of this proposal.



Signature of Authorized Agent

Title: Executive Vice President

Date: June 16, 2021

Ben Blake

Type or Print Name



KemperSports

SECTION V

Other Appendix B Forms

APPENDIX B-3

**FORM OF CONSENT OF SURETY FOR
PERFORMANCE BOND**

In completing this Consent of Surety, the Surety shall not add any conditions to its obligation to provide the Performance Bond referred to herein.

In consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, Harco National Insurance Company (hereinafter, the "Surety"), organized and existing under the laws of the State of IL and duly authorized and qualified to transact business in the State of New Jersey, the undersigned Surety, consents and agrees that if Kemper Sports Management, Inc. , (hereinafter, "Respondent") is selected as the Successful Respondent and awarded a Qualified Management and Maintenance Contract by the Township of West Orange under this Request for Proposals for (RFP), the undersigned Surety will become bound as Surety for the Respondent's faithful performance, as set forth in the RFP, and the Contract, and the Surety will provide Respondent with an Performance Bond in the amount of five hundred thousand dollars (\$500,000).

This Consent of Surety shall become effective on the date set forth below and remain in effect until the Surety shall issue the Performance Bond.

IN WITNESS WHEREOF, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this day of 2021.

(A power of attorney, corporate acknowledgment and statement of authority to be attached hereto by the surety company.)

ATTEST:

Kemper Sports Management, Inc.

By: Bryan Huxell
(Signature)

Name: Bryan Huxell

Title: V.P. Finance

Date: 06/09/2021

Harco National Insurance Company

(Name of Surety)

By: Derek J. Elston
Derek J. Elston, Attorney-in-Fact

Date: 6/7/2021

HARCO NATIONAL INSURANCE COMPANY
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2019

<u>ASSETS</u>	
Bonds (Amortized Value)	\$69,147,050
Stocks (Preferred Stocks)	3,667,057
Stocks (Common Stocks)	856,400,268
Cash, Bank Deposits & Short Term Investments	49,896,036
Other Invested Assets	9,504,574
Unpaid Premiums & Assumed Balances	157,529,462
Deferred Premiums, Agents Balances & Installments booked	30,396,949
Reinsurance Recoverable from Reinsurers	27,228,017
Reinsurance - Funds Held by or deposited with reinsured companies ..	11,368,596
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,123,975
Receivables from Parent Subsidiaries & Affiliates	895,402
Other Assets	0
TOTAL ASSETS	<u>\$1,217,157,385</u>

<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$132,364,505
Reinsurance payable on paid losses & loss adjustment expense	19,228,089
Loss Adjustment Expenses	31,596,841
Commissions Payable, Contingent Commissions & Other Similar Charges ..	5,971,903
Other Expenses (Excluding Taxes, Licenses and Fees)	296,734
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,228,988
Current federal and foreign income taxes	724,851
Net Deferred Tax Liability	15,645,983
Unearned Premiums	98,148,046
Advance Premium	402,174
Ceded Reinsurance Premiums Payable	83,588,765
Funds held by Company under reinsurance treaties	14,318,856
Amounts Withheld by Company for Account of Others	5,492,288
Payable to Parent Subsidiaries & Affiliates	1,041,121
Other Liabilities	542,490
TOTAL LIABILITIES	<u>\$410,591,634</u>

Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	<u>132,283,913</u>
Surplus as Regards Policyholders	<u>\$806,565,751</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,217,157,385</u>

I, David G Pirrung, President of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 28th day of February, 2020.
HARCO NATIONAL INSURANCE COMPANY

SIGNED AND SWORN to before me on this 6th day of March, 2020.

NOTARY PUBLIC, STATE OF

North Carolina

Sherrie L Major
Notary Public
Wake County, NC
My Commission Expires May 21, 2020

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
pursuant to N.J.S.A. 2A:44-143
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2018, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

HARCO NATIONAL INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2018	154,554,418
DEDUCTIONS for investment in Subsidiary	0
POLICYHOLDERS' SURPLUS ALLOWED	154,554,418

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2019 is as follows:

HARCO NATIONAL INSURANCE COMPANY	15,455,000
----------------------------------	------------

(4) The amount of the bond to which this statement and certification is attached is \$ Twenty Thousand and 00/100 Dollars (\$20,000)

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

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

CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Derek J. Elston, as Attorney-in-Fact for Harco National Insurance Company an insurance company domiciled in the State of Illinois, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.


(Signature)
Derek J. Elston
(Printed Name)
Attorney-in-Fact
(Title)
6/7/2021
(Date)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DEREK J. ELSTON, BARTLOMIEJ SIEPIERSKI, AERIE WALTON, RACHEL FORE, MARCIA K. CESAFSKY,
CHRISTOPHER P. TROHA

Chicago, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 07, 2021

A00418

Irene Martins, Assistant Secretary

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 7th day of June, 2021, before me, Bartłomiej Siepierski, a Notary Public, within and for said County and State, personally appeared Derek J. Elston to me personally known to be the Attorney-in-Fact of and for Harco National Insurance Company and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

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



Notary Public in the State of Illinois
County of Select County

APPENDIX B-6

FORM OF PROPOSAL BOND

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES
A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A CERTIFIED CHECK
OR CASHIER'S CHECK.)**

KNOW ALL MEN BY THESE PRESENTS, that, Kemper Sports Management, Inc. , as Principal (hereinafter, the "Principal") and Harco National Insurance Company, a [Corporation] ~~[Partnership]~~ duly organized under the laws of the State of IL , as Surety (hereinafter, the "Surety"), are held and firmly bound under the **TOWNSHIP OF WEST ORANGE**, as Obligee (hereinafter, the "Obligee"), in the sum of **TWENTY THOUSAND (\$20,000) DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit to the Obligee a Proposal for compliance with the terms and conditions of the Request for Proposals, dated May 15, 2021 and the Contract, which Proposal is made a part hereof;

NOW THEREFORE, the Surety hereby understands that if the said Proposal is accepted and the Contract be awarded to the Respondent, said Principal will execute the Contract and give the Performance Bond with Surety acceptable to the Obligee for the faithful performance of Obligee's obligations under the Contract, as set forth in the RFP and in accordance with the terms and conditions of the Contract, or if the Principal shall fail to enter such agreement and give such Performance Bond, then the Principal shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void. In such event, Surety hereby agrees that it will pay to the Obligee the Penal amount of this Proposal Bond as liquidated damages; otherwise said Bond shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Obligee or Township of West Orange (the "Township"), and the receipt by the Obligee or the Township of the Successful Respondent's Performance Bond.

It is agreed that this Proposal Bond shall be effective on the date the Proposal is submitted and will continue in full force until the issuance of a Notice to Proceed by the Obligee, and the receipt by the Obligee of the Successful Respondent's Performance Bond.

In the presence of:
Kemper Sports Management, Inc.

 (Seal)

PRINCIPAL

V.P. Finance

TITLE

Christine A. Jones

WITNESS

Harco National Insurance Company

Derek J. Elston

(Seal)

SURETY Derek J. Elston, Attorney-in-Fact

Rachel Fore

WITNESS Rachel Fore

HARCO NATIONAL INSURANCE COMPANY
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2019

<u>ASSETS</u>	
Bonds (Amortized Value)	\$69,147,050
Stocks (Preferred Stocks)	3,667,057
Stocks (Common Stocks)	856,400,268
Cash, Bank Deposits & Short Term Investments	49,896,036
Other Invested Assets	9,504,574
Unpaid Premiums & Assumed Balances	157,529,462
Deferred Premiums, Agents Balances & Installments booked	30,396,949
Reinsurance Recoverable from Reinsurers	27,228,017
Reinsurance - Funds Held by or deposited with reinsured companies ..	11,368,596
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,123,975
Receivables from Parent Subsidiaries & Affiliates	895,402
Other Assets	0
TOTAL ASSETS	<u>\$1,217,157,385</u>

<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$132,364,505
Reinsurance payable on paid losses & loss adjustment expense	19,228,089
Loss Adjustment Expenses	31,596,841
Commissions Payable, Contingent Commissions & Other Similar Charges ..	5,971,903
Other Expenses (Excluding Taxes, Licenses and Fees)	296,734
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,228,988
Current federal and foreign income taxes	724,851
Net Deferred Tax Liability	15,645,983
Unearned Premiums	98,148,046
Advance Premium	402,174
Ceded Reinsurance Premiums Payable	83,588,765
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Common Capital Stock	\$3,500,004
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Unassigned Funds (Surplus)	132,283,913
Surplus as Regards Policyholders	<u>\$806,565,751</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,217,157,385</u>

I, David G Pirrung, President of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 28th day of February, 2020.
HARCO NATIONAL INSURANCE COMPANY

SIGNED AND SWORN to before me on this 6th day of March, 2020.

Sherrie L. Major
NOTARY PUBLIC, STATE OF North Carolina

Sherrie L. Major
Notary Public
Wake County, NC
My Commission Expires May 21, 2020

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
pursuant to N.J.S.A. 2A:44-143
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2018, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

HARCO NATIONAL INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2018	154,554,418
DEDUCTIONS for investment in Subsidiary	0
POLICYHOLDERS' SURPLUS ALLOWED	154,554,418

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2019 is as follows:

HARCO NATIONAL INSURANCE COMPANY	15,455,000
----------------------------------	------------

(4) The amount of the bond to which this statement and certification is attached is \$ Twenty Thousand and 00/100 Dollars (\$20,000)

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

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

CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Derek J. Elston, as Attorney-in-Fact for Harco National Insurance Company an insurance company domiciled in the State of Illinois, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



(Signature)
Derek J. Elston

(Printed Name)
Attorney-in-Fact

(Title)
6/7/2021

(Date)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DEREK J. ELSTON, BARTLOMIEJ SIEPIERSKI, AERIE WALTON, RACHEL FORE, MARCIA K. CESAFSKY,
CHRISTOPHER P. TROHA

Chicago, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2020



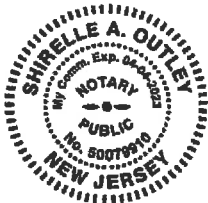
STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 07, 2021

A00418

Irene Martins, Assistant Secretary

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 7th day of June, 2021, before me, Bartlomiej Siepierski, a Notary Public, within and for said County and State, personally appeared Derek J. Elston to me personally known to be the Attorney-in-Fact of and for Harco National Insurance Company and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

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



Notary Public in the State of Illinois
County of Select County



APPENDIX B-7

TOWNSHIP OF WEST ORANGE

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Respondent's Business: KemperSports Management, Inc.

CHECK ONE:

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

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

☐ If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ Limited Liability Corporation
- ☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Steven H. Lesnik	Name: Blaine Lesnik Trust
Home Address: 1122 Sunset Rd Winnetka, IL 60093	Home Address: Allan Reich, Trustee c/o Seyfarth Shaw LLP
Percentage of Stock Ownership:	Percentage of Stock Ownership:
	233 S Wacker Dr
	Suite 8000 Chicago, IL 60606
Name: Steven K. Skinner	Name: Allan Reich, Trustee c/o Seyfarth Shaw LLP
Home Address: 211 Maple Ct Lake Forest IL 60045	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:
	233 S Wacker Dr
	Suite 8000 Chicago, IL 60606
Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:

Subscribed and sworn to
before me this 16 day
of June, 2021

Ben Blake

Print name of affiant

Tracy Tobin
Notary public of

My Commission expires Aug 5, 2022



APPENDIX C-8

TOWNSHIP OF WEST ORANGE

NON-COLLUSION AFFIDAVIT

State of IL

County of Lake

I, Ben Blake of the Municipality of Northbrook, in the County of Lake and State of Illinois of full age, being duly sworn according to law on my oath depose and say that:

I am Executive Vice President (Title or position) of the firm of Kemper Sports Management, Inc (Name of firm), the Respondent making this Proposal, and that I executed the said Proposal with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the Request for Proposals, dated May 15 2021, issued by the Township of West Orange (the "Township"); and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township will rely upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by
(N.J.S.A. 52:34-25)

Ben Blake
(Name of Respondent)

Subscribed and sworn to
Before me this 16 day
Of June, 2021

Ben Blake
(print name of affiant under signature)
Ben Blake

Tracy Tobin
Notary public of

My Commission expires Aug 5, 2022



APPENDIX B-9

TOWNSHIP OF WEST ORANGE

CONSENT TO INVESTIGATION

The Respondent hereby gives its consent to the Township of West Orange (the "Township"), or its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Proposals, dated May 15, 2021, with respect to the Contract, including financial and law enforcement information relating to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that the Township and/or its authorized representatives are authorized to inspect all premises and relevant records of the Respondent in order to verify information contained in the Proposal.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent¹

Respondent's Address:

By: 

(Signature)

Name: Ben Blake

Title: Executive Vice President

Date: June 16, 2021

¹ If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Form.

APPENDIX B-10

TOWNSHIP OF WEST ORANGE

STATEMENT OF RESPONDENT'S QUALIFICATIONS

(This form must be completed and submitted with Proposal, one form for each entity if a joint proposal or joint venture)

1. If Firm is a Corporation, list state of incorporation:

Illinois

2. If Firm is a Partnership, list names of partners:

All questions must be answered and the data given must be concise, comprehensive and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.

1. Firm name. KemperSports Management, Inc.
500 Skokie Blvd. Suite 444
2. Principal address, Northbrook, IL
60062
3. Year firm was organized. 1978
4. Where and when incorporated. Northbrook, IL - 1978

5. The number of years of firm's experience in providing services and/or performing similar contracts similar to those set forth in this RFP is 43. Describe in detail experience of Respondent and/or principals thereof in providing operation and management services and/or operating golf courses. For all golf facilities where continuous contract operation and management services have been provided for two (2) years or more, provide client name, contact, address and phone number and a brief description of the project. Note: Respondents, or principals thereof, must have a minimum of five (5) years' experience providing contract operation and management services for golf courses. Please refer to Section VI

6. List of comparable work completed by Respondent within the past 5 years and any jobs/contracts currently in progress and provide at least 3 references, including contact information for services/contracts/work of similar size and scope. Include the cost for each contract, and beginning and completion dates. Please refer to Section VI

7. List default experience on previous contracts/projects similar to this RFP, within the past 10 years. **KemperSports has not defaulted on any contracts within the past 10 years**
8. List present comparable contracts presently underway. **Please refer to Section VI**
9. List major equipment available for the Contract and provide the following information regarding technical, managerial and supervisory personnel experienced in providing supervision, trouble-shooting, evaluations, and other technical information in support of management, operation and maintenance of a public golf course as set forth in this RFP: names, education, experience and years of service with the Respondent of these employees. **Please refer to Appendix B-1**
10. Credit line (substantiate submittal).
11. Respondent shall currently have under successful operation at least four (4) golf courses. List at least four (4) golf courses, preferably public facilities in the northeast/mid-Atlantic region of the United States that Respondent has successfully operated, either by virtue of ownership, service contracts or leases. Provide names of the golf courses, contact information for a reference for each, the dates of ownership, lease or operation, and a general description of services provided. **Please refer to Section VI**
12. Respondent shall provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: (i) balance statement detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (H) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity. **Please refer to Section III**
13. Respondent must provide complete financial statements for the current fiscal year to date and prior fiscal year, including balance statement (detailing cash and cash equivalents, current assets, current liabilities, stockholder equity), statement of operations (detailing pre-tax earnings) and statement of cash flows. **Please refer to Section III**
14. No litigation shall be pending or brought against the Respondent, including owners and principals that could materially affect its ability to perform under the Qualified Management Contract as provided in this RFP. List all threatened and pending claims, litigation and judgments or settlements, and any government enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance under the Qualified Management Contract. (If none, so state). **None**
15. List the names and contact information for Respondent's banks or other financial institutions. **Please refer to Section III**
16. Respondent shall have at least one PGA or LPGA Class "A" Golf Professional on staff, and a Greens Superintendent/Agronomist on staff or contracted, with a minimum of the following license/permits: (1) Commercial Pesticide Application; (2) Commercial Application of Pesticides

For Turf and Ornamentals; and at least one individual with computer programming operations experience for the computer controlled irrigation systems. Identify and list the license numbers/permit numbers of the Superintendent/Agronomist for the required licenses, above, and identify the names and experience, and provide resumes, for all key personnel, including the licensed personnel. **Please refer to Section VII**

17. Respondent provides the evidence of its ability to conduct facility and grounds evaluations and to implement improvements in operations and maintenance practices to improve performance, condition, efficiency and reliability. **Please refer to Section VII**

18. Respondent provides the following information regarding its approach to sharing information with the Township relative to technical, budgetary and financial matters. Examples of reports to be provided are operation and management schedules, budgets, etc. **Please refer to Section VII**

19. Respondent provides the following organization chart and description of resources regarding the corporate resources, staff and personnel deemed necessary to perform in accordance with the terms and conditions of the Qualified Management Contract. **Please refer to Section VII**

Date: June 16, 2021

Kemper Sports Management, Inc
Respondent

By: Ben Blake

TITLE: Executive Vice President

STATE OF ILLINOIS

Ben Blake (Name of Respondent), being duly sworn, deposes and says that he

Is Executive Vice President (Title/Position) of Kemper Sports Management, Inc. and that the answers to the foregoing questions and all statement therein contained are true and correct.

Subscribed and sworn to before me this 16 day of June, 2021.

Tracy Tobin
Notary Public



My Commission expires: Aug 5, 2022

APPENDIX B-11

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent¹ hereby acknowledges receipt of the following Addenda:

Addendum Number Receipt	Dated	Acknowledge (initial)
Addendum #1 to RFP	5/21/21	BB
Addendum #2 to RFP	6/11/21	

☐ No addenda were received: *(Respondent must check if no addenda were received)*

Acknowledged for: KemperSports Management, Inc.
(Name of Respondent)

By: 
(Signature of Authorized Representative)

Name: Ben Blake
(Print or Type)

Title: Executive Vice President

Date: June 16, 2021

¹ If a joint venture, partnership or other formal organization or firm submits this Proposal, all such firms shall be listed and each such participant shall execute this Proposal Form.

**APPENDIX B-12
TOWNSHIP OF WEST ORANGE**

**N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities,

labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

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



Ben Blake
Executive Vice President
KemperSports

APPENDIX B -13

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Respondent: KemperSports Management, Inc.

PART 1: CERTIFICATION

RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's bid non-responsive.** If the Township finds a person or entity to be in violation of law, the Township shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN
IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS, PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.

Name <u>NA</u>	Relationship to Bidder <u>NA</u>
Description of Activities <u>NA</u>	
Duration of Engagement	Anticipated Cessation Date
Bidder/Officer Contact Name	Contact Phone Number

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township is relaying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the state in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name Full Name (Print): Ben Blake

Signature:



Title: Executive Vice President
Date: June 16, 2021

**APPENDIX B-15
TOWNSHIP OF WEST ORANGE**

PROPOSAL CHECKLIST

**REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE**

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for its Proposal to be considered by the Township in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:

	CHECK
(a) Appendix B-1	Qualified Management and Maintenance Proposal Sheet. (X)
Appendix B-2	Respondent Information/Cover Letter (X)
Appendix B-3	Consent of Surety.....(X)
Appendix B-5**	Agreement for Proposal Security in Lieu of Proposal Bond ...(X)
Appendix B-6**	Proposal Bond (X)
Appendix B-7	Ownership Disclosure Statement..... (X)
Appendix B-10	Statement of Respondent's Qualifications (X)
Appendix B-1 1	Acknowledgement of Receipt of Addenda (X)
Appendix B-13	Disclosure of Investment Activities in Iran(X)

****Provide Appendix B-5 or B-6, as applicable (Proposal Bond, Cashier's Check or Certified Check (RFP *Section 4.2*)**

(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:

CHECK	
(a) Appendix B-8	Non-Collusion Affidavit (X)
Appendix B-9	Consent to Investigation (X)
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language . (X)
Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control (X)
Appendix B-15	Proposal Checklist.....(X)

APPENDIX B-15
TOWNSHIP OF WEST ORANGE

(b) Business Registration Certificate (RFP Section 4.12)(X)

A copy of the State of New Jersey Department of the Treasury Division of Revenue, Business Registration Certificate ("BRC") should be included with the proposal as it must be received by the Township prior to the award of the contract. The BRC provided must show that the Respondent was registered at the time of receipt of proposals or the proposal will be rejected.





SECTION VI
OTHER SUBMISSION REQUIREMENTS

6/2/2021

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	KEMPER SPORTS MANAGEMENT, INC.
Trade Name:	
Address:	110 STATE HWY 202/31 RINGOES, NJ 08551
Certificate Number:	0843330
Effective Date:	December 13, 2001
Date of Issuance:	June 02, 2021
For Office Use Only: 20210602161105223	

https://www1.state.nj.us/TYTR_BRC/service/common/BRCLogin

1/1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

KEMPER SPORTS MANAGEMENT, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 10, 1978, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 5TH

day of FEBRUARY A.D. 2018 .

Jesse White

SECRETARY OF STATE



Municipal Clients

<u>Property</u>	<u>Property City</u>	<u>Property State</u>	<u>Owner</u>
Olivas Links	Ventura	CA	City of San Buenaventura
Rancho Solano Golf Club	Fairfield	CA	City of Fairfield
Yorba Linda Community Center	Yorba Linda	CA	
Black Gold Golf Club	Yorba Linda	CA	City of Yorba Linda
Buenaventura Golf Course	Ventura	CA	City of San Buenaventura
Creeside Golf Course	Modesto	CA	City of Modesto
Desert Willow Golf Resort	Palm Desert	CA	City of Palm Desert
Dryden Park Golf Course	Modesto	CA	City of Modesto
Paradise Valley Golf Club	Fairfield	CA	City of Fairfield
Ridge Creek Dinuba Golf Club	Dinuba	CA	City of Dinuba
Swenson Park Golf Course	Stockton	CA	City of Stockton
Van Buskirk Golf Course	Stockton	CA	City of Stockton
Wild Wings Golf Club	Woodland	CA	Wild Wings CSA
AllGolf at C.B. Smith Park	Pembroke Pines	FL	Broward County
Cypress Head Golf Club	Port Orange	FL	The City of Port Orange
Bolingbrook Golf Club	Bolingbrook	IL	Village of Bolingbrook
Boughton Ridge Golf Course and Ashbury's	Bolingbrook	IL	Bolingbrook Park District
Deerpath Golf Course	Lake Forest	IL	The City of Lake Forest
Harborside International Golf Center	Chicago	IL	Illinois International Port District
Vernon Hills Golf Course	Vernon Hills	IL	Village of Vernon Hills
Sand Creek Station	Newton	KS	City of Newton
The Timbers at Troy	Elkridge	MD	Howard County
Hodge Park Golf Club	Kansas City	MO	City of Kansas City, Missouri
Shoal Creek Golf Course	Kansas City	MO	City of Kansas City, Missouri
Tunica National Golf & Tennis	Tunica Resorts	MS	The County of Tunica
Ash Brook Golf Course	Scotch Plains	NJ	County of Union
Galloping Hill Golf Course	Kenilworth	NJ	County of Union
Heron Glen Golf Course	Ringoes	NJ	City of Hunterdon
Skyway Golf Course at Lincoln Park West	Jersey City	NJ	Hudson County Improvement Authority
Union County Concessions	Kenilworth	NJ	County of Union
The Club at Sunrise	Las Vegas	NV	Clark County
Colwood Golf Center	Portland	OR	City of Portland
Heron Lakes Golf Club	Portland	OR	City of Portland
Forest Creek Golf Club	Round Rock	TX	City of Round Rock
The Wilderness at Lake Jackson	Lake Jackson	TX	City of Lake Jackson
Chambers Bay Golf Course	University Place	WA	Pierce County
Blackhawk Golf Course	Janesville	WI	City of Janesville
Forest Hills Golf Course	La Crosse	WI	City of La Crosse
Riverside Golf Course	Janesville	WI	City of Janesville
Rock Spring Golf Club	West Orange	NJ	Township of West Orange



SECTION VII
Supplemental Information



KemperSports®

Company Representative
Ben Blake

500 Skokie Blvd., Suite 444
Northbrook, IL 60062
(847) 291-9886
www.kemper-sports.com



ROCK SPRING GOLF CLUB

WEST ORANGE



PROPOSAL

FOR OPERATION, MANAGEMENT AND MAINTENANCE
SERVICES FOR THE GOLF COURSE AND CLUBHOUSE
FACILITY AT ROCK SPRING GOLF COURSE

Prepared for
Township of West Orange

Township of West Orange
65 Main Street
West Orange, New Jersey, 07052

Issued
2021/05/15

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



KemperSports®

500 Skokie Blvd., Suite 444
Northbrook, IL 60062
(847) 291.9666
www.kempersports.com



KemperSports®

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04	Background
05	KemperSports Team
07	Departmental Expertise
09	Organizational Structure
10	Operations Plan
14	Scope of Services
24	Key Business Terms



KemperSports®

June 18, 2021

Township of West Orange
66 Main Street
West Orange, New Jersey, 07052

500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
(847) 291.9666 tel.
(847) 291.0271 fax
www.kempersports.com

Executive Summary

It was just a few short years ago when the Township of West Orange decided to purchase the failed Rock Spring Country Club and open the Seth Raynor/Charles Banks classic golf course to the public golfer. There were many concerns and unanswered questions at the time...How would we get the course and clubhouse ready to open? How many rounds would we play? Would the course be able to pay its bills and not lose money? How would the course and township brand be positioned from a marketing and image standpoint? Is there a golf management company willing to take the financial risk given all the uncertainty about the course and converting a private club to a public course?

As we look forward now almost three years, I believe everyone will agree the launch of the Rock Spring Golf Club has been a resounding success, both from a financial as well as a community benefit standpoint. KemperSports has been a proud participant in this success and believes we are the best choice to continue this success story over the next five years. We believe we have shown the township and the community our commitment to a quality golf operation as well as our desire to continue to improve the Rock Spring Golf Club year after year. We also have given the Township invaluable advice on the many variables that come into play in owning and managing a golf facility. The relationship we have built with the Township and its team provides a very stable environment for a five year extension and will enable all parties to address the needs and goals of the facility in 2022 and beyond.

KemperSports has also taken a considerable financial risk in the reopening of the property and is prepared to continue our financial commitment to Rock Spring by planning to invest over \$1,500,000 in the golf carts and golf course maintenance equipment necessary to operate the club for the next five years. Few, if any, golf management companies have the financial strength and willingness to take risk that has been shown by KemperSports.

KemperSports has also shown its well know ability to market and promote a property with a classic, historically prominent golf course architect. We have been successful in getting multiple articles about the course in regional and national publications as well as been instrumental in getting Rock Spring on a number of public course "must play" lists with improved ratings and rankings.

We have built a solid management team at the course and regional level and know they have the skills and experience to continue to improve the Rock Spring Golf Club. Our team has not only focused on the customer by delivering a quality product and excellent customer service, but has also focused on working with the various Township departments and staff members to ensure we meet the needs of the community.

In closing, much has taken place at the Rock Spring Golf Club in its first three years but the best is yet to come. Plans for a new clubhouse and improvements to the course will help to improve the facility and the experience. KemperSports is the ideal partner to help take the Rock Spring Golf Club to the next level and look forward to continuing our excellent relationship with the Township, the local golfers and the community.

Sincerely,

Ben Blake, Executive Vice President of Business Development
KemperSports Management

UNIQUELY Dedicated DISTINCTLY Different



It's more than our motto, it's our **promise** to **each** and **every client**. KemperSports believes every club is **different** and **deserves** to be treated that way. We offer **management expertise** in every facet of a "**best-in-class**" club **experience**, from operations, maintenance, hospitality, sales, merchandising, marketing and – most importantly – the people. Rooted in our **True Service™** training program, KemperSports is the **recognized leader** in providing **exceptional** member service **experiences**.

National Scope



Local Focus



Family Owned & Operated Since

1978

Facilities in Portfolio

120+

Staff & Team Members

6,500

States in Operation

24

With a commitment to delivering the vision of each client, we understand the intricacies of the club and hospitality business. We are squarely focused on positioning your brand as a market leader, giving you the tools, innovative solutions, industry expertise and partnership to achieve your goals.

Our devotion to creating lasting memories begins the moment that you arrive at our clubs. We arm our teams with the knowledge and customer service training they need to deliver unparalleled experiences for members and guests. The greatest stories are lived, not told.

**Jeremy Goldblatt**

Executive Vice President of Managed & Leased Services

Jeremy Goldblatt joined KemperSports in 2021 and leads KemperSports' highly regarded portfolio of best-in-class managed and leased properties. Jeremy most recently served as COO of Professional Sports Catering, a division of Levy – a leading hospitality company providing food and beverage to major sports and entertainment venues. During his tenure with Levy, he was instrumental in the company's growth and helped to launch a best-in-class management development program. He is a graduate of Brown University and received his master's degree in business administration from the University of Chicago.

**Val D'Souza (Executive Sponsor for Rock Spring)**

Vice President, Operations

Mr. D'Souza has more than 20 years of experience in the hospitality and club industries, including more than six years with PGA Tour Properties and seven PGA TOUR and CHAMPIONS TOUR events. During his tenure at KemperSports, Mr. D'Souza has been the General Manager at Butterfield Trail Golf Club, located in El Paso, Texas. In June 2013, he was promoted to Regional Manager and gained oversight of three other West Region properties. Mr. D'Souza is a Class A Member of the PGA of America and earned several industry honors, including Merchandiser of the Year, Top 100 Golf Shop, National Customer Satisfaction Awards, and he served on the Board of Directors for the First Tee of Greater El Paso and Sun Country PGA Section.

**Jon Cheshire**

Vice President, Operations

Mr. Cheshire is an industry veteran with over 25 years of experience in club management and regional operations. Jon joined KemperSports from his most recent role as General Manager/COO of Trenton Country Club in Trenton, NJ. Prior to that, he was a Regional Vice President for ClubCorp in which he managed 16 clubs throughout six states. Previous experience includes regional and human resource management with Arnold Palmer Golf Management and Metromedia Restaurants. Jon has extensive experience in third party public and private club management, lease holds, acquisitions, municipal operations and equity club management.

**John Dimeglio**

National Director of Food & Beverage

John Di Meglio joined KemperSports in 2015 as KemperSports' Union County Food & Beverage General Manager with oversight of the F&B operations for four units; Galloping Hill, Ashbrook, Warinaco Sports Center and Scotch Hills. Over the past 5 years, since the opening of the Galloping Hill clubhouse, John was instrumental in growing Galloping Hill F & B revenues from \$300,000 to over \$3 million. In 2018, John was named KemperSports Hospitality Professional of the Year, recognizing him as the company's top hospitality professional. In early 2019, John led the opening of the Tavern at Ash Brook, which is the focal point of the newly built and opened \$9 million clubhouse owned by Union County. In late 2019, John was named National Food and Beverage Director for KemperSports and is responsible for providing expertise, guidance and oversight for KemperSports' properties.

**Erica Espe**

Regional Director of Sales & Marketing

Ms. Espe oversees the development and execution of sales and marketing strategies for multiple properties on the east coast within the KemperSports portfolio. She has been with KemperSports for more than 12 years, most recently serving as the Sales, Marketing and F & B Director at the KemperSports-managed Heron Glen Golf Course in Ringoes, New Jersey. In 2016, she received the James S. Kemper Staffer of the Year award, which recognizes a KemperSports staffer who has made outstanding contributions to the company and the community while exemplifying the company's cultural principles.

**Shawn Richter**

Vice President of Accounting

Shawn Richter joined the KemperSports family in 2005. Throughout his career, he has been in the field as the Controller at daily fee, semi-private, private and resort facilities, as well as served multiple roles within the KemperSports Home Office, earning him the Mady Lesnik Home Office Staffer of the Year award in 2016. His success is attributable to his strong knowledge of accounting, coupled with a great understanding of operations. A True Service ambassador with a keen awareness of the impact operations has on our business, he is valued among clients and colleagues.

**Heather Margulis**

Senior Vice President of Human Resources

Heather Margulis is a Senior Human Resources leader with 20 years of experience delivering business results through strategic guidance. Her expertise in designing and implementing creative solutions support an organization's vision and drive employee engagement. Her wide experience as a generalist in Human Resources with specialties in Benefits, Compensation and HRIS makes Mrs. Margulis an asset to KemperSports. Adept at building relationships at all levels of organizations allows her opportunities to dig into the details for maximizing people capability and business results. Mrs. Margulis has developed a deep expertise in recruiting, developing and training staff in a multi-state environment. Mrs. Margulis is a graduate of the University of Iowa.

**Gary Binder**

Executive Vice President of Vendors & Partnerships

Gary Binder (PGA) joined the KemperSports family in 2005 with a distinguished career in all facets of the golf business, with more than 20 years in leadership roles in the daily fee, resort and private club sectors. Currently, Mr. Binder oversees KemperSports' Strategic Partner and Preferred Vendor initiative as well as True Service – KemperSports' proprietary customer service training program. A 38-year member of the PGA of America – Illinois Section, Mr. Binder has been honored multiple times by the PGA of America for his expertise and outstanding performance in the field of golf shop operations.

Departmental Expertise

KemperSports leverages its scale and departmental expertise to provide each partner with guidance and support in all areas of the operation. Subject matter experts curated decades worth of experience into a comprehensive policies and procedures guide which informs and prepares department heads. These experts are available to consult with the onsite team to deliver the best possible results.



Our people make this company successful. Our teams across the country are tireless in their commitment to delivering unmatched guest experiences through their dedication to meeting and exceeding our clients' goals and objectives.

National Scope



Local Focus

Golf/Hospitality
Management

Construction
Management

Event
Management

Public
Relations



Organizational Structure

KemperSports serves as a conduit between ownership and the property. Though KemperSports will operate under a lease, West Orange officials can leverage all of KemperSports departmental assets to implement the Township's strategic goals and initiatives. Below is a suggested reporting structure:



Operations Plan

KemperSports has achieved its success in club operations, in large part, due to the company's approach of providing services in a transparent manner, making achievement of your goals and objectives our top priority.

When selected to be your partner, KemperSports will be responsible for all aspects of management within the club as outlined on the next two pages.



01

Operations

Golf, agronomy, maintenance, food and beverage, marketing, events, payroll processing and benefits administration, insurance, merchandising, financial reporting and accounting, and other services related to the day-to-day operations.

02

Agronomy & Maintenance

KemperSports facilities provide "Best in Class" course conditions by utilizing precise operating standards and environmentally-sensitive practices. Regional Executives and agronomy specialists partner with the onsite superintendent to establish quality benchmarks and risk mitigation strategies.

03

Business Planning

Develop and submit for Township's review and approval, a business plan and operating budget that includes:

- Marketing, sales, promotion and public relations concepts for the club
- Forecasted revenues and expenses for all departments
- A description of the assumptions upon which the operating budget is based

04

Sales & Marketing

KemperSports' Regional Director of Sales & Marketing will work closely with the on-site team to create a customized business plan to drive rounds, revenue, catering and outside event sales. KemperSports will ensure the plan is creative, responsive to the market and in alignment with the financial objective.

05

Food & Beverage

Handle every aspect of the food and beverage/banquet operations; including menu planning, staffing, inventory control, food quality and safety. KemperSports' National Food and Beverage Director will work with the entire team to ensure quality service and peak performance of all the F&B outlets.

06

S.W.O.T Analysis

Conduct ongoing market surveys to determine strengths, weaknesses, opportunities and threats (S.W.O.T.) of the local competition and make recommendations regarding operations of the club, daily fee strategies and brand positioning.

07

Best Practices

With over 40 years of experience, KemperSports' policies and best management practices will be implemented at all levels of the operation to ensure peak performance and operational efficiencies. Staff will have access to the KemperSports intranet and online resource library, the KemperSports 'Center of Excellence.'

08

Inventory Controls

Implement a comprehensive sales and inventory control plan for the merchandise and food and beverage operations to ensure an optimal Cost of Goods Sold (COGS) ratio and to reduce waste/spoilage, thus reducing expenses.

09

Finance & Accounting

Implement financial controls and provide customized financial reports to Township representatives. Our corporate accounting staff works with the club's controller during the preparation of the annual audited financial statement.

10

Technology

KemperSports will implement an integrated marketing technology plan. This includes ensuring that the point of sales system and website are all integrated in order to obtain guest data, utilization and purchasing habits, family and guest preferences, etc. It is critical that all components are integrated in order to maximize the guest experience while at the club.

13

Capital Improvements

Early in our engagement, KemperSports will develop a preliminary capital improvements plan focusing on improvements that provide a positive return on investment in the near term.

11

Financial Reporting

Provide a monthly profit and loss statement and other financial information for review and discussion in the regular monthly Finance meeting. Standard financial reports include:

- Weekly flash reports (revenues)
- Pace reports for membership, catering and lodging
- Monthly member activity reports
- Summary monthly financial statements (balance sheet and income statement) - Property Level
- Detailed profit and loss statements - Total Property and Department Level Detail

12

Buying Power

Leverage national accounts buying power to purchase supplies, equipment, merchandise, food and beverage items, etc. Our national accounts purchasing power typically results in significant savings for our clients.

14

Human Resources

Responsible for hiring all staff. We provide continual training to staff to ensure continuity of service and community goodwill. Our goal is to build a staff passionate about being part of the operations team to ensure uncompromising customer service and attention to detail.



I spent nearly a decade assembling the land to build Bandon Dunes Golf Resort. When it came to choosing a development partner and management company, it was a simple choice. No one shared my passion and understood my vision more than KemperSports."

— Mike Keiser, Client since 1998
Owner, Bandon Dunes Golf Resort



Scope of Services

Operations

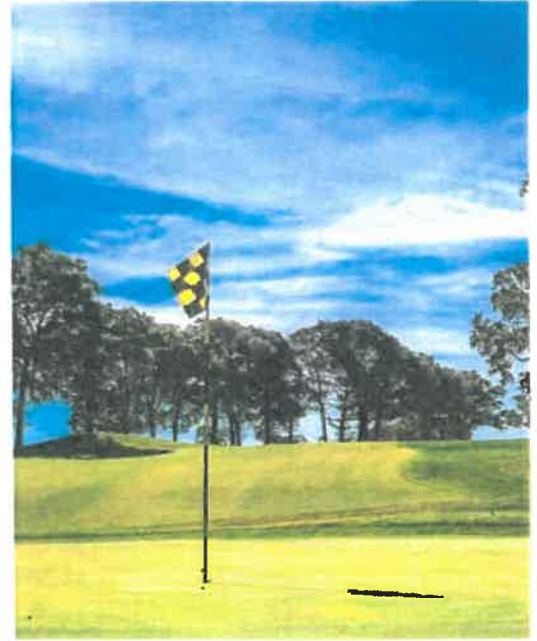
With the leadership of the General Manager, support of the KemperSports Home Office and guidance of appropriate policies and procedures, the staff will feel empowered to facilitate a memorable guest experience. Operational guidelines and reports are actively monitored and refined, including tee time management, retail operations and outside services.



Operations | Services



01



02

True Service Training

- Designed to enhance each staff member's communication and problem-solving skills. Sessions are administered by a True Service Champion to build a culture of dialogue on improving customer service performance. True Service increases motivation and engagement, improves knowledge and boosts employee confidence. In return, guests will feel more confident in the facility's performance and build better connections with the staff, leading to increased revenues and loyalty.

Revenue Management

- Effective reservations, tee sheet, third party distribution and patron flow management are critical to the customer experience.
- Negotiate for better trade time/commission rates with third party distributors (GolfNow, EZLinks, etc.).
- Dynamic pricing models and enhanced utilization of "white space" allow for a more efficient use of the course and increased revenues.

Merchandising

- Strategic determination of appropriate product mix, quantity and appearance.
- Utilization of an Open-to-Buy plan to reduce occurrence of surplus or deficient product inventories.

Carts

- Monitor appropriate maintenance and sanitation schedule and ensure maximum fleet uptime and utilization.
- Advocate on our partner's behalf for efficient, effective customer service from vendor partners.

Outings

- Create memorable experiences for all outing coordinators, groups, members and guests.

TrueService™

Our commitment to creating a dynamic guest experience is proven in the service and survey scores that our properties will receive. Our proprietary TrueService training program gives our staff the tools they need to operate with a service-centric focus. We pride ourselves on the level of service and value that we bring to our members and guests across our diverse portfolio.



Course Maintenance | Services



01

KemperSports facilities provide "Best in Class" course conditions by utilizing precise operating standards and environmentally-sensitive practices. Regional Executives and agronomy specialists partner with the onsite superintendent to establish quality benchmarks and risk mitigation strategies.

Green to a Tee

- Proprietary, multi-level certification program which focuses on environmentally-friendly practices in habitat management, water and fuel conservation, energy usage and recycling. Green to a Tee demonstrates our dedication to the environment, saves money, and has a positive impact that reaches beyond the property. Not only do we place specific value on maintaining a clean environment at our facilities, but also recognize that it enhances the customer experience.

Standard Operating Procedures

- Establish policies and procedures consistent with your expectations and budget compliance.
- Maintenance programs for mowing, top dressing, watering, seeding, fertilizing, aerification, disease infection, weed control, fungicide applications, insecticide applications and herbicide applications.

Continuing Education

- Strategic partners in maintenance and agronomy offer various educational opportunities, including webinars and onsite visits, which allows the team to maximize the utility of their products and provide updates on industry-leading advancements.

Safety National

- Developed in partnership with Aon Insurance, this unique program identifies cost savings opportunities by having routine internal safety audits and action plans to ensure standard compliance.
- Commitment to provide a safe, efficient and healthy environment for our staff and guests.
- Save up to \$8,000 in insurance premiums.

Programming | Player Development



01



02

Player development programming stimulates sustainable revenue growth. Programs such as Get Golf Ready introduce adults to the game in a fun and social setting. Students are typically ready for consistent golf activity after just four or five classes. On average, golf-related spending from graduates approaches \$1,500 following the program. Research also shows high loyalty rates among graduates, who tend to play and purchase equipment where they learned the game. All KemperSports facilities utilize Player Development programs, which have significant short-term and long-term benefits.

With the belief that golf is not only our job, but our passion, KemperSports takes personal pride in its mission to help grow the game and share our love of the sport with new and former golfers. KemperSports' Player Development Month is an initiative built to provide tools and best practices to a portfolio of more than 125 public, private and resort golf courses around the country. The program is geared to deliver innovative ways to reach an entire demographic of non-golfers.

Adult Programs

- Get Golf Ready
- No Embarrassment Instructional League
- Themed instruction nights including F&B
- Beginner golf programming and events
- Social and creative events

Junior Golf Programs

- Junior camps
- Cross-promotional programs with rec centers
- PGA Junior League
- Youth On Course
- Bring your daughter/son day
- Family golf rates
- The First Tee

Sales & Marketing | Services

Revenue goals hinge on proactive efforts to promote rounds and event sales. KemperSports will develop a customized sales and marketing plan to retain and attract golfers. With the support of our local and regional team, we will conduct internal and external analyses utilizing our local golf market intelligence. Findings will identify how to uniquely position the club in the community, based on a clear vision that defines the facility's unique value.

Marketing Plan Development and Implementation

- The Regional Sales and Marketing Director collaborates with onsite staff to develop and implement a marketing plan that aligns with your expectations.
- Monthly marketing reports provide status updates on budget, bookings, rounds, revenue and social media metrics.

Targeted Marketing Campaigns

- Using data aggregated from the National Golf Foundation, the Sales and Marketing team is able to pinpoint marketing efforts by attributes such as income, household density and golfing households.
- Targeted marketing efforts maximize the potential return on investment from the marketing budget. Market insights allow us to segment data based on zip code, age, income, education, discretionary spending, golfing households, interested golfers and hundreds of other data categories.

Social Media Strategy and Engagement

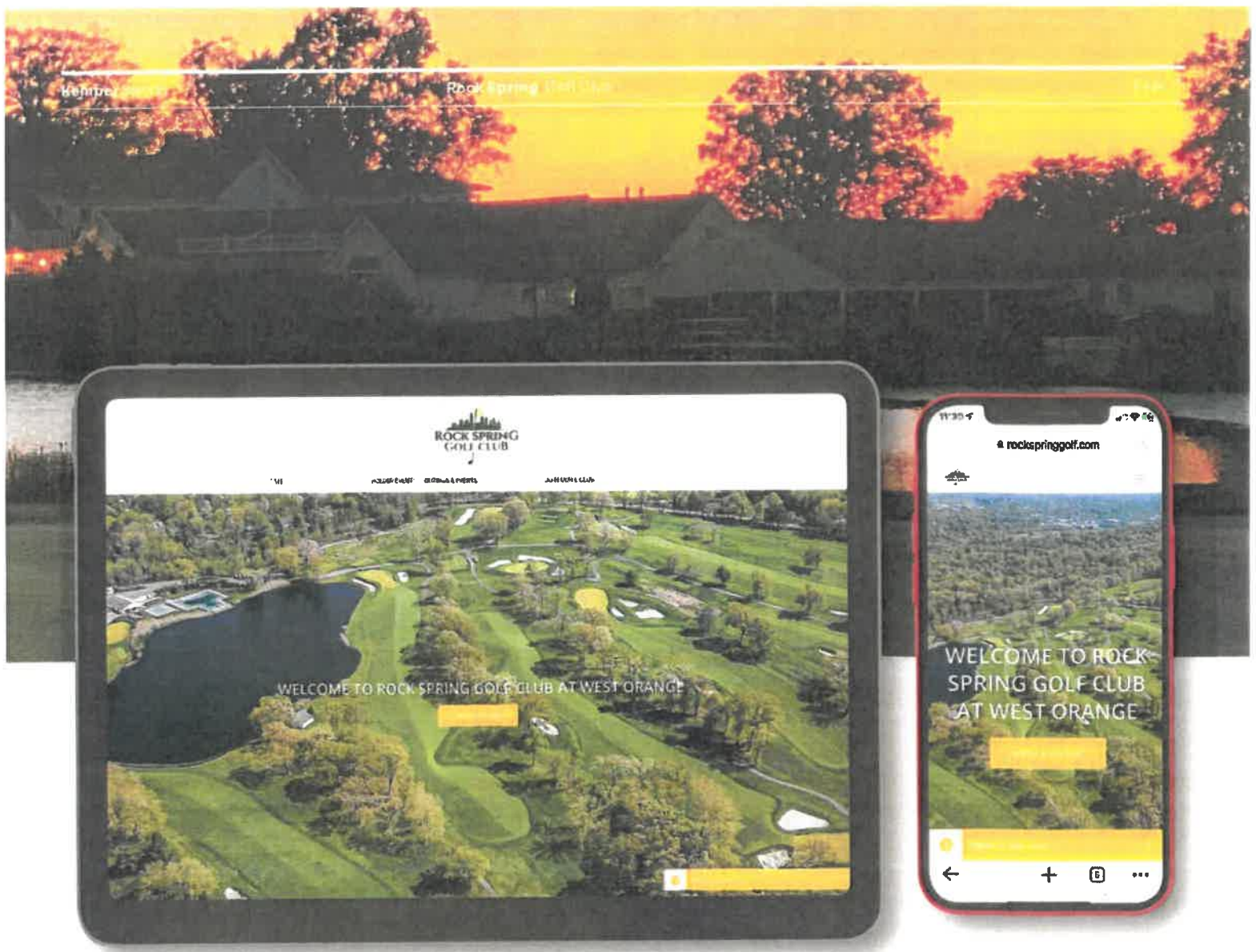
- Effective customer engagement through social media channels is vital to branding efforts.
- KemperSports utilizes industry-leading social media tools to quantify impact and engagement.

Website Design and Analytics

- Assist with development of a responsive, engaging and optimized website to allow customers easy access to course information, reservations and data.

Technology & Marketing

- Efficient, effective technology implementation is vital for both internal and external parties. KemperSports prides itself on its ability to work with our technology partners and sales & marketing teams to use technology to not only communicate with our customers, but also quantify its impact.



Website

- The Sales and Marketing team will audit and adapt the course website to include high-quality, responsive content that is optimized for search and mobile formats. Traffic growth helps increase online bookings directly on the website versus third party distribution platforms.

Social Media

- Connecting with various groups of golfers and food and beverage patrons requires a thoughtful approach to social media. KemperSports creates social media strategies that rate highly in quality, cadence, engagement, responsiveness and the ability to grow followers.

Food & Beverage | Services



01



02

The Food and Beverage department provides a tremendous opportunity to capture revenue, from golfers to events and banquets. Appropriate staffing and training, along with an efficient costing and ordering strategy, allows the customer to have a complete experience, while offering the property an additional revenue stream. Access to KemperSports' national vendors allows food and beverage operations to lower cost of goods while maintaining or increasing the quality of their offerings.

Quick-Service Outlets

- Snack stands and other quick-service outlets provide golfers with convenient, grab-and-go items that maintain pace of play and can be mobilized in multiple areas (i.e. range, beverage cart, etc.)

A La Carte Dining

- A la carte dining provides additional space to serve a broader range of customers.
- Themed nights and programmed dinners create unique experiences, leading to repeat business.

Banquets/Events

- Creative space utilization and menu planning enables the flexibility to accommodate a range of event types (showers, luncheons and weddings).

Menu Strategy and Costing

- Thoughtful menu offerings in all three categories require the collective input of onsite and regional team members to match menu items to their customers in an economically-sustainable manner.
- Utilization of National Partner programs help reduce food cost and provide easy-to-adapt technological tools to conceptualize and streamline the menu creation process.

Certification and Licensing

- KemperSports develops and enforces appropriate food safety standards and protocols, ensuring that supervisors are appropriately trained in food storage, preparation and serving methods.
- In-house legal and administrative support aid in the acquisition, compliance and renewal of any liquor licensing requirements.

Human Resources | Services

Responsible for hiring, employing, maintaining and training all staff. We will seek to "retain and retrain" the majority of existing staff to ensure continuity of service and community goodwill. Our goal is to build a passionate operations team which ensures uncompromising customer service.

Recruitment

- Recruiting the right team starts by looking in the right places. The human resources team assists owners and general managers with identifying the best candidates and facilitating the interview process, culminating in the hiring and onboarding of key personnel.

Benefits

- Because facility staff become staff of KemperSports, they gain access to an array of benefit choices, including medical, dental, vision and 401(k) benefits. The Drive to Wellness campaign encourages healthy living and provides various premium discounts.

Pandemic

- Now with COVID-19, we have further strengthened our safety and quality control programs for both our staffers as well as our customers.



Workplace Wellness & Safety

Safety is crucial to all business operations and no one understands that more than KemperSports. KemperSports promotes overall property safety including safe working conditions for staff members at all facilities across the country. Much of KemperSports' success in creating a safe environment for its guests and staff comes from its proprietary Safety National program. In a partnership with its risk management consultants and insurers, KemperSports developed Safety National to ensure overall property and workplace safety is front of mind for all staff members on a day to day basis, year-round.

KemperSports understands that its responsibility is not only to provide guests with incredible experiences and service, but also to make sure they are safe and secure. When its staff members work in environments free from safety risks, they are able to focus their attention on delivering exceptional customer service and as a result are more productive and happy themselves.

Wellness receives similar attention at KemperSports. Along with its HR and Benefits consulting partners, KemperSports constantly monitors its data and trends in the health and welfare benefit plan area. Through its proprietary Drive to Wellness program, staff members were provided the opportunity to have biometric screenings done at the workplace, or at a local lab, with wellness coaches available for reviewing results. Participating staff were also encouraged to take the information they received from these screenings to their doctors for further follow up and review.

Accounting & Finance | Services

Financial transparency and accountability is a hallmark of KemperSports' service offerings. Corporate and onsite accounting teams provide partners with a variety of reports detailing and summarizing activities in all facets of the operation.

Expense Management

- KemperSports provides several proven systems to achieve revenue and budget goals. With the support from the KemperSports regional operations team and home office accountants, the onsite staff will benefit from having proper standard operating procedures as a guideline for improved management controls.

Inventory

- Proper inventory counts provide management with the ability to make accurate decisions and monitor the health of the business. The General Manager will implement systematized inventory training and procedures to enhance the accuracy of inventory reports.

Reports

- Accounting can provide weekly and/or monthly profit and loss statements and other financial information for review and discussion in the regular monthly meeting. Standard financial reports include weekly flash reports, detailed profit/loss statements and summary financial reports.

Purchasing | Services

KemperSports has purchasing relationships with strategic partners in golf course maintenance (equipment and supplies), golf carts, golf shop merchandise, clubhouse, lodging and food and beverage supplies, etc., typically resulting in significant savings.

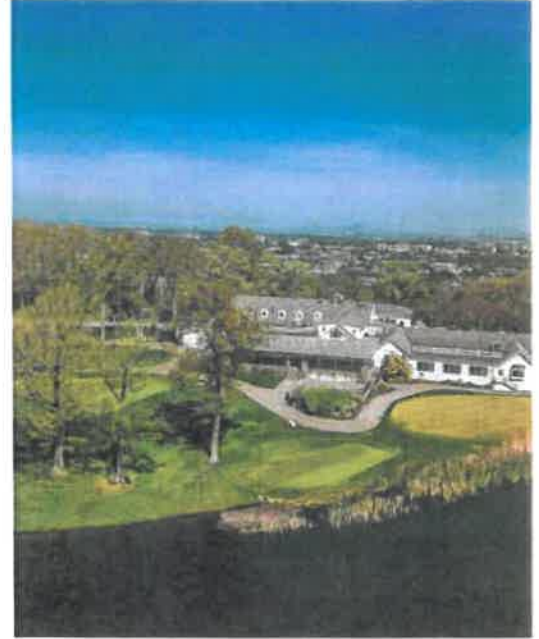
In addition to savings, KemperSports' strategic partners provide unmatched customer service at the local, regional and national levels.



Construction & Development | Services



01



02

KemperSports has had the honor of consulting and/or managing the construction/renovation of more than 40 courses over the past 20 years.

The KemperSports Team works alongside the architecture, construction and management teams to ensure timely and compliant project completion.

Construction & Development services include oversight of:

- Design/renovation plans
- Construction timeline, mobilization and completion
- Grow-in strategy
- Clubhouse and amenities construction

Planned Programs | 2022

Capital Plans in Development

- Bunker Renovation including face rebuilds, bunker resizing/elimination, new sand & drainage
- Cart path expansion to complete 18 hole loop
- Irrigation control updates
- Course drainage improvements

Programming

- Kids & Junior Golf
- First Tee Initiative (launch in 2022)
- Beginner Clinics
- Rec Program w Township
- PGA Jr League
- West Orange HS Team Home Site
- Women's
- West Orange Women's Association Clinics
- Women's Open Clinics
- Make Golf Your Thing

Ecological Programs

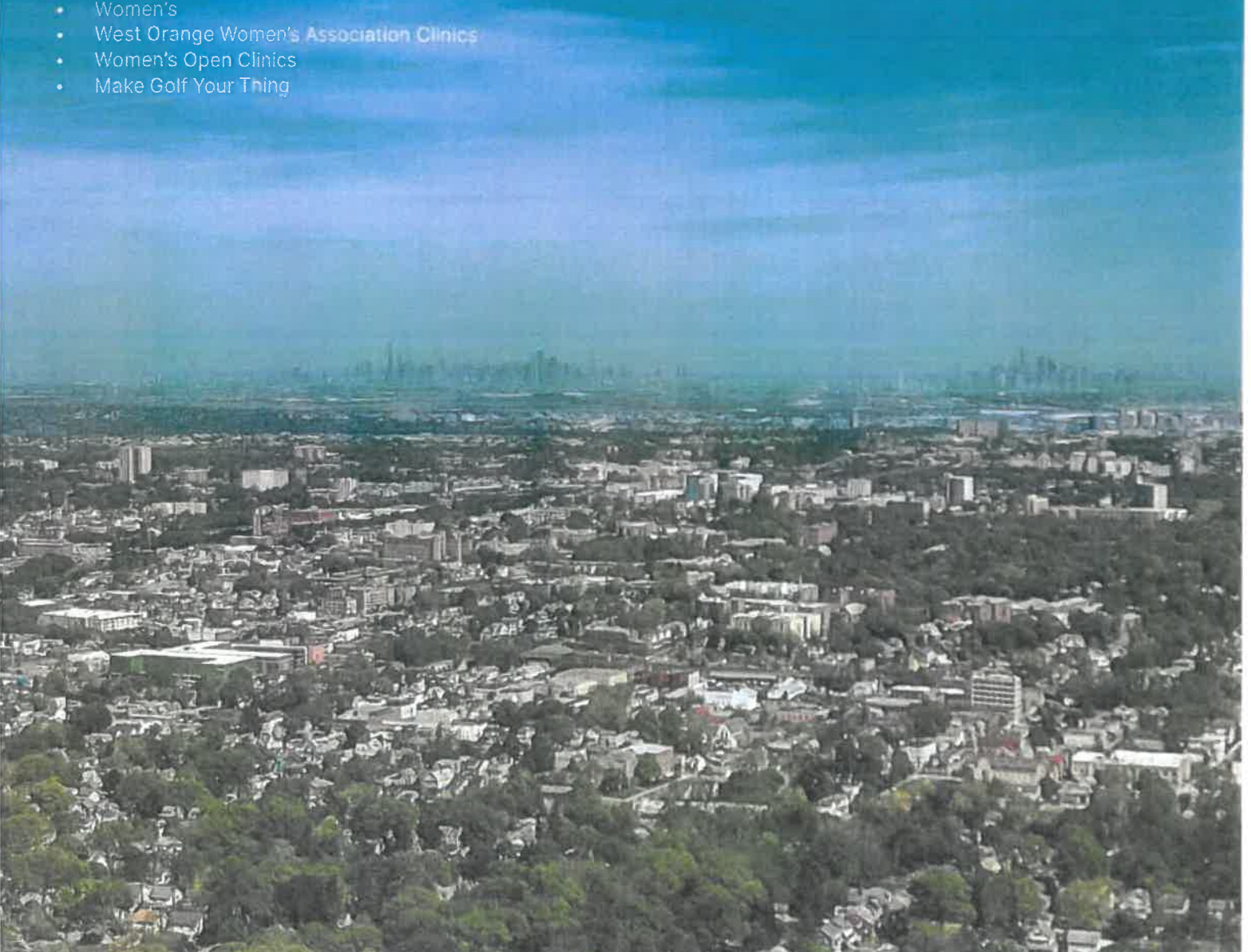
- Green To a Tee certification level 3
- Audubon Certification by end of 2023
- Butterfly Garden summer 2021
- Local Boy Scouts/Eagle Scout Program

Telling the Seth Raynor Story

- Template Golf
- Bronze Plaques on large stones throughout course
- Scorecard story and QR code w link to website and Seth Raynor Story link

The Story of Our Team

- Diversity in forward facing positions



Key Business Terms



Management Agreement

Length

5 Years Upon Commencement Date

Financial Compensation

Fee Structure

As per terms of RFP dated May 15, 2021

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING AWARDED BY
THE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY IN
ACCORDANCE WITH THE SFY21 BODY-WORN CAMERA GRANT PROGRAM
IN THE AMOUNT OF \$222,142.00**

WHEREAS, the West Orange Police Department submitted an application to the State of New Jersey, Department of Law & Public Safety, Office of the Attorney General (OAG), SFY21 Body-Worn Camera (BWC) Grant Program; and

WHEREAS, the Office of the Attorney General awarded the West Orange Police Department a grant in the amount of \$222,142.00 in accordance with the application submitted for the SFY21 Body-Worn Camera (BWC) Grant Program; and

WHEREAS, the Office of the Attorney General awarded the subaward on 7/22/2021 for award number 21-BWC-466; and

WHEREAS, the awarded amount requires zero dollars of in-kind or cash match from the Township of West Orange; and

WHEREAS the award period is for a 60-month period from January 1, 2021 through December 31, 2025; and

WHEREAS the Township of West Orange is authorized to accept such funds and hereby does accept such funds for the purposes described in the application submitted for the SFY21 Body-Worn Camera (BWC) Grant Program, subject to the General and Special Conditions of the grant program;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of West Orange does hereby authorize the acceptance of the grant award in the amount of \$222,142.00, for the purpose described in the application subject to the General and Special Conditions of the SFY21 Body-Worn Camera (BWC) Grant Program.

Certified as a true copy of the Resolution adopted by the Mayor and Council
On this 17th day of August, 2021.

Karen J. Carnevale, RMC
Municipal Clerk

The Hon. Robert D. Parisi, Mayor

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

**DEPARTMENT OF LAW & PUBLIC SAFETY
REQUIRED RESOLUTION & CERTIFICATION**

To participate in the State grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification (with your award package) approving your acceptance of State funds and your participation in the State grant program administered by the State of New Jersey, Department of Law & Public Safety. If necessary, please provide a copy of this form to your Governing Body or Board of Directors.

Resolutions developed by your agency or jurisdiction for your exclusive use may be used;¹ however, your Resolution must include the following data elements:

The name of the Recipient's Unit of Government/Non-Profit Organization;

The name of the State Grant Program;

The Award number;

The Award period;

The total amount of the award which must **include and specifically identify** the State amount and any required in-kind or cash match (if applicable, also identify any required local match);

Language indicating that the Recipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Award; and

Language indicating that the Recipient is accepting the specific grant of funds for the purpose described in the application.

Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.

¹ If your jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.



RESOLUTION

WHEREAS, on February 9, 2021, the Township Council for the Township of West Orange (the “Township”) adopted Resolution 33-21 authorizing the execution of an Agreement of Sale for the property identified as Block 6, Lot 36.01 on the Township’s Tax Map (the “Tompkins Street Property”) whereby the Township agreed to sell the Tompkins Street Property to Tompkins Street Apartments, LLC for the development of a seventeen (17) unit low and moderate income housing development pursuant to N.J.S.A. 40A:12-21(l) of the Local Lands and Buildings Law; and

WHEREAS, on March 23, 2021, the Township Council adopted Resolution 51-21 authorizing the execution of a Redevelopment Agreement with the Alpert Group, LLC and Tompkins Street Apartments, LLC, an affiliate of the Alpert Group (the “Redevelopment Agreement”) which governed the redevelopment of certain properties on Central Avenue (the “Central Valley Redevelopment Area”); and

WHEREAS, the Redevelopment Agreement contained terms which required the Alpert Group through the Entity to construct a seventeen (17) unit low and moderate income housing development on the Tompkins Street Property as part of the redevelopment of the Central Valley Redevelopment Area; and

WHEREAS, Section 4.07(a) of the Redevelopment Agreement set forth the description of the required seventeen (17) unit low and moderate income housing development including: (i) three (3) one-bedroom units; (ii) ten (10) two-bedroom units; and (iii) four (4) three-bedroom units (the “Affordable Housing Component”); and

WHEREAS, the Township has included the Affordable Housing Component in its Housing Element and Fair Share Housing Plan approved by the Superior Court of New Jersey by entry of an Order of Judgment of Compliance and Repose dated March 17, 2021 entered in the Township’s declaratory judgment action captioned In the Matter of the Application of the Township of West Orange, Docket Number ESX-L-4697-15; and

WHEREAS, Tompkins Street Apartments, LLC has been approved by the State of New Jersey to operate as an urban renewal entity now called Tompkins Street Apartments Urban Renewal, LLC (“Tompkins Urban Renewal”); and

WHEREAS, the Township seeks to enter into an Affordable Housing Agreement, annexed hereto as Exhibit “A” (the “Agreement”), to set forth the requirements of the Affordable Housing Component, including the preparation and recording of a Deed Restriction annexed to the Agreement consistent with the Redevelopment Agreement and the Township’s Housing Element and Fair Share Housing Plan.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement, in the form annexed hereto as Exhibit “A;” and it is further

RESOLVED, that the Township Clerk be and is hereby authorized to attest to the Mayor’s signature on the Agreement; and it is further

RESOLVED that pursuant to the terms of the Agreement, a deed restriction shall be placed on the Property limiting the ability to rent or the use the Property solely as low and moderate housing for a period of at least thirty (30) years; and it is further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, RMC
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

Exhibit “A”

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the “**Agreement**”) made as of the ____ day of _____, 2021 effective as of the date the Township adopts a resolution authorizing execution of this Agreement (the “**Effective Date**”) by and between

THE TOWNSHIP OF WEST ORANGE, in the County of Essex, a municipal corporation of the State of New Jersey, having its offices at 66 Main Street, West Orange, New Jersey 07052 (hereinafter referred as the “**Township**”);

AND

TOMPKINS STREET APARTMENTS URBAN RENEWAL LLC formerly known as **Tompkins Street Apartments, LLC**, a New Jersey limited liability company and an Urban Renewal Entity having its offices at One Parker Plaza, Fort Lee, New Jersey 07024 (together with its permitted successors or assigns hereinafter provided, referred to as “**Tompkins Street**”) and an affiliate of the Alpert Group, LLC (the “**Redeveloper**”), the designated redeveloper of the properties identified as: (i) Block 9, Lot 36 and Block 7, Lot 22 on the tax maps of the Township known as 18 Central Avenue (the “**Selecto-Flash Property**”); and (ii) the property identified as Block 9, Lot 32 on the official tax maps of the Township known as 8-10 Central Avenue or 4-10 Central Avenue (the “**Biddleman Property**”) (collectively the “**Redevelopment Properties**”). The Township and Tompkins Street are sometimes singularly referred to herein as a “**Party**” and collectively as “**Parties**.”

W I T N E S S E T H

WHEREAS, on February 9, 2021, the Township adopted Resolution 33-21 which authorized the execution of Agreement of Sale and Purchase between the Township and Tompkins Street for the sale of the property identified on the Tax Maps of the Township as Block 6, Lot 36.01, commonly known as the Tompkins Street property (the “**Affordable Housing Property**”); and

WHEREAS, the Affordable Housing Property is being sold by the Township to Tompkins Street as part of the Redevelopment Agreement between the Township, the Redeveloper and Tompkins Street governing the Redevelopment Properties (the “**Redevelopment Agreement**”); and

WHEREAS, on March 23, 2021, the Township adopted Resolution 51-21 designating the Redeveloper as the redeveloper for the Redevelopment Properties and authorizing the execution of the Redevelopment Agreement; and

WHEREAS, Section 4.07(a) of the Redevelopment Agreement requires that Tompkins Street shall construct seventeen (17) units on the Affordable Housing Property as a low- and moderate-income housing development (the “**Affordable Housing Component**”). The Affordable Housing Component shall include: (i) three (3) one-bedroom units; (ii) ten (10) two-bedroom units; and (iii) four (4) three-bedroom units; and

WHEREAS, Section 4.07(b) of the Redevelopment Agreement requires that Parties enter into this Agreement which shall govern the affordability controls for the Affordable Housing Component as a material condition of the Redevelopment Agreement; and

WHEREAS, the Township has included the Affordable Housing Component in its Housing Element and Fair Share Housing Plan (the “**Housing Plan**”) approved by the Superior Court of New Jersey by entry of an Order of Judgment of Compliance and Repose dated March 17, 2021 (the “**Affordable Housing Judgment**”) entered in the Township’s declaratory judgment action captioned In the Matter of the Application of the Township of West Orange, Docket Number ESX-L-4697-15 (the “**Township’s Declaratory Judgment Action**”);

WHEREAS, the Township and Tompkins Street seek to satisfy a portion of the Township’s affordable housing obligation consistent with the Affordable Housing Judgment by constructing the Affordable Housing Component; and

WHEREAS, this Agreement is reached after due deliberation by all Parties and upon the considered judgment of all Parties, that it is in the best interest of the Parties and the public to provide through this Agreement a realistic opportunity for the construction of a substantial portion of affordable housing on the Affordable Housing Property so as to assist the Township in meeting its affordable housing obligation; and

IT IS HEREBY STIPULATED AND AGREED on this _____ day of _____, 2021 and effective as of the date Township adopts a resolution authorizing execution of this Agreement, that the Parties agree to the following terms and conditions, which shall be binding on the parties and their respective estates, heirs, successors, assigns and legal representations:

Section 1. Purpose of Agreement

1.1 The intent and purpose of this Agreement is to memorialize and set forth the restrictions governing the marketing, selection of applications, rent and affordability of the Affordable Housing Component consistent with both the Redevelopment Agreement and the Township’s Housing Plan.

Section 2. Rights and Obligations of Township

2.1 The Township shall consider the designation of the Affordable Housing Property as an Affordable Housing Site with bulk standards in order to allow the Affordable Development, hereinabove defined.

2.2 The Township shall reasonably cooperate with Tompkins Street, at Tompkins Street’s sole cost and expense, to obtain all necessary land development and utility approvals and permits, including any and all approvals and permits needed from outside agencies.

2.3 The Township shall reasonably cooperate so as to fulfill the intent and purpose of this Agreement to permit the Affordable Housing Property to be developed in accordance with this Agreement and the obligations of Tompkins Street set forth below.

2.7 If any rights-of-way and/or easements are necessary and/or appropriate for the development contemplated herein or if off-tract improvements are legally required which

necessitate the acquisition of lands, easements and/or rights-of-way owned by others and Tompkins Street is unable to acquire same at reasonable costs, after good faith efforts to do so, then the Township shall exercise its power of eminent domain to obtain any such lands, easements and/or rights-of-way, provided however, that the cost and expense of same shall be the sole responsibility of Tompkins Street or the Redeveloper. This shall include any and all off-tract easements required over lands that are owned by the Township.

2.8 The Township agrees to consider appropriate master plan amendments and/or reexaminations, to consider deviations as may be required to develop the Affordable Housing Property and to consider the vacation of any and all roads, streets, rights of way, and/or easements located on the Affordable Housing Property which Tompkins Street articulates are necessary to implement the development of the Affordable Housing Property as contemplated by this Agreement.

Section 3. Rights and Obligations of Tompkins Street

3.1 In accordance with the Redevelopment Plan and the Redevelopment Agreement governing the Redevelopment Properties, Tompkins Street shall construct the Affordable Housing Component at the Affordable Housing Property pursuant to the timetable set forth in Section 4.08(b) of the Redevelopment Agreement, including all required land use and government approvals.

3.2 Tompkins Street agrees to construct and operate the Affordable Housing Component at the Affordable Housing Properties in compliance and in accordance with the Affordable Housing Requirements set forth in Section 4 of this Agreement.

3.3 Tompkins Street agrees to exercise good faith in fulfilling the intent and purpose of this Agreement.

3.4 Tompkins Street agrees to take all necessary steps to cooperate and assist the Township to ensure that all requirements are met to maintain the Rental Affordable Units (defined below) in a manner to allow the Township to credit these units as part of affordable housing obligations consistent with its Housing Plan and the Affordable Housing Judgment.

Section 4. Affordable Housing Requirements

4.1 The Affordable Housing Component shall be a 100% affordable housing development of non-age restricted rental affordable units, (defined below) limited to low- and moderate-income families.

4.2 All affordable units required in the Affordable Housing Component shall be rental affordable units (“**Rental Affordable Units**”) which shall include (i) three (3) one-bedroom units at no less than 650 square feet; (ii) ten (10) two-bedroom units at no less than 875 square feet; and (iii) four (4) three-bedroom unit at no less than 1,150 square feet.

4.3 Eight of the seventeen Rental Affordable Units shall be affordable to households at 60 percent of median income; Seven of the seventeen Rental Affordable Units shall be affordable to households at 50 percent of median income; and two of the seventeen Rental Affordable Units shall be affordable to households at 30 percent of median income.

4.4 COAH Regulations (N.J.A.C. 5:96-1 et seq. and N.J.A.C. 5:97-1 et seq.) and the UHAC regulations of the New Jersey Housing and Mortgage Finance Agency (N.J.A.C. 5:80-26.1 et. seq.) shall govern the provision of the Rental Affordable Units, including but not limited to

bedroom mix, duration of affordability controls, income qualification, marketing and phasing of the Rental Affordable Units with market units. The Developer shall also comply with COAH regulations to ensure that the Township secures, to the extent allowed by law, rental bonuses for the Rental Affordable Units provided up to the COAH limit on a municipality's right to such rental bonuses; and

4.5 These required Rental Affordable Units on the Affordable Housing Property, as set forth herein, shall be the sole affordable housing obligation of the Redeveloper with regard to the redevelopment of the Redevelopment Properties. There shall be no affordable housing fees and/or Mount Laurel fees with regard to either the Affordable Housing Property or the redevelopment of the Redevelopment Properties.

4.6 The Parties agree that the income qualification, affordability, administration and certification of all the Rental Affordable Units shall be done by a certified qualification entity or by the Redeveloper and Tompkins Street; and that the Redeveloper and Tompkins Street shall be jointly responsible for all fees associated with such services. Either the Redeveloper or Tompkins Street shall submit a project affordable housing plan detailing the marketing and qualification protocols applicable to the Rental Affordable Units to the Township's affordable housing planner for review and approval at the time of submission of the Preliminary Application to the Township of West Orange Planning Board for the Affordable Housing Component, and compliance with such project affordable housing plan shall be a condition of all future site plan approvals. The Redeveloper or Tompkins Street shall have the right to modify the affordable housing plan as the market dictates provided that such modifications are approved by the Township's affordable housing planner which approval shall not be unreasonably withheld, conditioned, or delayed, and that the units continue to comply with UHAC and the income distributions set forth in this Agreement.

4.7 The Rental Affordable Units shall be subject to a period of at least thirty (30) years wherein these Affordable Housing Requirements shall apply (the "**Affordability Term**").

4.8 To effectuate these Affordable Housing Requirements, a Deed Restriction for the Affordability Term, in the form annexed hereto as Exhibit "A," shall be recorded with the Deed transferring title of the Affordable Housing Property from the Township to Tompkins Street pursuant to the Agreement of Sale and Purchase between the Parties.

4.9 Tompkins Street acknowledges and agrees that no Certificates of Occupancy, either temporary or permanent, shall be issued related to the Redevelopment Property until such time as the Affordable Housing Component is completed in accordance with Section 4.07 of the Redevelopment Agreement.

Section 5. Enforcement

Any party may enforce its rights under this Agreement by way of motion in aid of litigant's rights in the Superior Court of New Jersey, Law Division, Essex County or under any other available procedures. The enforcement rights granted under this section shall be in addition to and not in substitution of any other appeal, remedy and/or enforcement rights a party may have.

Section 6 Tompkins Street Stipulations:

Tompkins Street stipulates and agrees as follows:

- a. That it has conferred due authority for the execution of this Agreement upon the persons executing same on behalf of Tompkins Street; and
- b. Tompkins Street acknowledges that it has reviewed the Redevelopment Agreement as defined herein and agrees to the terms and conditions related to the Affordable Housing Element Components therein.

Section 7 Township Stipulations:

The Township stipulates and agrees as follows:

- a. That it has conferred due authority for the execution of this Agreement upon the persons executing it on behalf of the Borough.

Section 8 Miscellaneous Provisions:

8.1 This Agreement shall be effective upon the date in which the Township adopts a resolution authorizing execution of this Agreement.

- a. The Parties further stipulate and agree that full compliance with this Agreement shall be a continuing non-severable condition of any Township of West Orange Planning Board approval.
- b. The Parties agree that the forum to compel performance of this Agreement is the Superior Court of New Jersey, Essex County.
- c. This Agreement may be enforced by motion brought pursuant to Rule 1:10-3 for enforcement of litigant's rights or other appropriate procedure.

8.2 This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities.

8.3 Each party exclusively shall be responsible for all costs that they may incur in the defense of this Agreement in an action challenging the legality of this Agreement and any appeal therefrom or an action challenging the legality of Redevelopment Agreement related to the Affordable Housing Component included therein. The Parties shall cooperate and actively participate in the defense of any such challenge.

8.4 Each of the Parties waive all rights:

- a. To challenge the validity of this Agreement; and
- b. The Parties agree to cooperate in the defense of this Agreement or any aspect thereof, including but not limited to, the Redevelopment Agreement in the event of any judicial, administrative, or other challenge.

8.5

a. In the event that any appeal or other litigation filed by a third party challenges the validity of this Agreement, the Redevelopment Agreement, the Township land use ordinance, a condition or approval or any land development approval granted for the Affordable Housing Property, the Parties shall, in good faith, and at their own costs and expense, defend such litigation and undertake all reasonable measures to uphold the validity of this Agreement. In the event this Agreement and/or the above referenced documents affecting the Affordable Housing

Property are invalidated due to a procedural defect, the Township agrees to immediately correct such defect and reintroduce the affected ordinance, the affected approval or re-adopt this Agreement to cure such defect. In the event that the Township land use ordinance is challenged by a third party, Tompkins Street may, at its own risk and sole discretion, prosecute any application contemplated by this Agreement or wait until the ordinance challenge is determined in Court.

b. Nothing in this section shall preclude Tompkins Street from challenging any conditions to its preliminary or final approvals that Tompkins Street in its sole discretion deems to be unreasonable or *ultra vires*.

8.6 a. All notices, requests, demands, acceptances and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered to the party and the attorney representing the party

- (i) when delivered personally, or
- (ii) when sent by email if sent on a business day prior to 5:00 p.m. local time at the place of receipt, or on the following business day if sent after 5:00 p.m. or on a non-business day, or
- (iii) on the day following delivery to a courier service if sent by next day delivery via a recognized international courier service, or
- (iv) five days after the date when mailed by registered or certified mail, return receipt requested, postage prepaid.

b. Notice to Tompkins Street shall also be sent to

Joseph Alpert
The Alpert Group, LLC
1 Parker Plaza
Fort Lee, New Jersey 07024

With a copy to:

William C. Sullivan, Jr., Esq.
Scarinci Hollenbeck
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, NJ 07071

c. Notice to Township shall be also sent to

Mayor Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With a copy to:

Richard D. Trenk, Esq., Township Attorney
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue

Building 3, Suite 2350
Livingston, New Jersey 07039

8.7 If any of the terms of this Agreement are deemed unenforceable as a matter of law, the remaining terms shall be unaffected thereby and shall remain in full force and effect.

8.8 The preamble to this Agreement is hereby incorporated as if contained in the body of same.

8.9 This Agreement has been fully negotiated, reviewed and drafted by all Parties hereto and their respective attorneys. Accordingly, the common law presumption of resolving ambiguities against the drafter shall not apply.

8.10 The Parties, and all of their respective members, officers, agents, representatives, consultants, and employees shall cooperate and conduct themselves in good faith in order to effectuate the terms and objectives of this Agreement, which is designed to create affordable housing through the development of the Affordable Housing Property that is the subject of this Agreement. Such cooperation shall include, by example, but not limited to: timely submission and review of reports and documents, timely inspections; execution of documents, or applications and cooperation and coordination with other agencies and or government entities.

8.11 The Township shall generally cooperate with Tompkins Street to fulfill the intent and purposes of this Agreement.

8.12 The interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to such State's conflicts of law principles. Court enforcement, interpretation and/or resolution of the terms and conditions contained herein are to be resolved in the Superior Court of New Jersey, Essex County Venue without a jury.

8.13 Headings of the Sections in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

8.14 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

8.15 This Agreement may not be modified, amended or terminated except in writing and signed by each party hereto.

8.16 The Parties hereto agree to advance the purposes of this Agreement in good faith and as expeditiously as possible, including the scheduling of special meetings, at Tompkins Street's sole cost and expense.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Agreement effective as of the date the Township adopts a resolution authorizing execution of this Agreement.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, RMC
Township Clerk

By: _____
Name: Robert D. Parisi
Title: Mayor

WITNESS:

**TOMPKINS STREET APARTMENTS
URBAN RENEWAL, LLC formerly known as
Tompkins Street Apartments, LLC**



Fran Lacatena

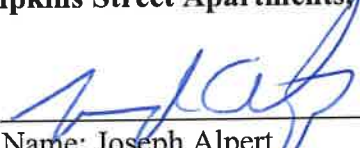
By: 
Name: Joseph Alpert
Title: Managing Member

Exhibit “A”

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the ____ day of _____, 2021, by and between the Township of West Orange (the "Township"), with offices at 66 Main Street, West Orange, New Jersey 07052, and Tompkins Street Apartments Urban Renewal, LLC (formerly Tompkins Street Apartments, LLC), a New Jersey limited liability company and an Urban Renewal Entity having its offices at One Parker Plaza, Fort Lee, New Jersey 07024, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the Township of West Orange, County of Essex, State of New Jersey, and described more specifically as Block No. 6. Lot No. 36.01, and known by the street address:

the Tompkins Street property
West Orange, New Jersey 07052

More specifically designated as:

(List specific affordable units by address or apartment number.)

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the latter of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Township or its designated Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township or its designated Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township or its designated Administrative Agent.
- D. The Owner shall notify the Township and its designated Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Township and its designated Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, RMC
Township Clerk

By: _____
Name: Robert D. Parisi
Title: Mayor

WITNESS:

**TOMPKINS STREET APARTMENTS
URBAN RENEWAL, LLC formerly known as
Tompkins Street Apartments, LLC**

Maureen Sergi
Maureen Sergi

By: _____
Name: Joseph Alpert
Title: Managing Member

STATE OF NEW JERSEY :

: ss.:

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this 3rd day of August, 2021 before me, the subscriber, a Notary Public of New Jersey, personally appeared Joseph Alpert, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he is the Owner of **TOMPKINS STREET APARTMENTS URBAN RENEWAL, LLC formerly known as Tompkins Street Apartments, LLC**, the entity named in the within Deed Restriction; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Deed Restriction was signed and delivered by said Owner as and for the voluntary act and deed of said entity.

[Signature]
Notary or Attorney At Law
The State of New Jersey



STATE OF NEW JERSEY :

: ss.:

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2021 before me, the subscriber, a Notary Public of New Jersey, personally appeared Robert D. Parisi, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Mayor of the **TOWNSHIP OF WEST ORANGE, NEW JERSEY**, the entity named in the within Deed Restriction; that the execution, as well as the making of this Instrument, have been duly authorized by the Township of West Orange and said Instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said entity.

Notary or Attorney At Law
The State of New Jersey

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) desires to enter into a Services Agreement with Goose Control Technology of NJ Inc. (“Goose Control Technology”) to perform services directed at reducing and/or eliminating the existing or potential resident Canada goose population on two specific municipal properties within the Township, including Degnan Park and the Oskar Schindler Performing Arts Center (the “Sites”); and

WHEREAS, the Township Goose Control Technology has been providing such services to the Township for more than twenty (20) years; and

WHEREAS, the Township seeks to enter into a Service Agreement with Goose Control Technology for the year 2022 to provide Canada goose removal consistent with the terms of the Service Agreement annexed hereto as Exhibit “A” for a term of one year at a rate of \$3,500. for removal of up to 100 geese and \$35 per each additional good and \$250 for permit facilitation/recording keeping for a total contract amount not to exceed \$4,500; and

WHEREAS, the Township Engineer and the Health Officer reports that Goose Control Technology has performed in a satisfactory manner in the past and recommends that the Township continue retaining the services of Goose Control Technology; and

WHEREAS, the Agreement is exempt from the requirements of the Local Public Contracts Law, because the contract price falls below the bid threshold.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the Service Agreement with Goose Control Technology, annexed hereto as Exhibit “A;” and be it further

RESOLVED, that the Township Clerk be and is hereby authorized to attest to the Mayor’s signature on the Service Agreement; and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

I hereby certify funds available from 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

2022 GOOSE CONTROL TECHNOLOGY
A Division of Animal Damage Control Systems LLC.

SERVICE AGREEMENT – CALENDAR YEAR 2022

Removal of Nuisance Canada Geese

THIS AGREEMENT is made as of August 17, 2021 between **The Township of West Orange (Client)** whose address is **66 West Main Street, West Orange, NJ, 07052** and **Goose Control Technology (“Consultant” or “Contractor”)**

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada Geese problems on the subject property located at **specified municipal properties**. Contractor agrees to perform such services under the terms and conditions set forth in this contract.

2. **Compliance with Law.** Client shall be responsible for obtaining a permit, from the United States Fish and Wildlife Service (“USFWS”), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client, as the permit holder, to engage in the lawful control, management and/or removal of Canada geese located on the Property. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the Premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same.

3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce and or eliminate the Canada Geese population from the subject Property. These services may include harvest management programs, habit management programs, hazing/harassment programs, nest treatment and, if deemed appropriate, removal and lawful disposal of Canada geese. Contractor shall provide all equipment, materials and personnel necessary to facilitate any and all of these services. Upon Consultant’s on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Removal of Resident Canada Geese @ 2 sites - \$3,500.00 for 100 geese (\$35 for each additional goose)

Permit facilitation/Record Keeping - \$250.00

4. **Term.** The duration of this Agreement shall be for one year commencing on January 1, 2022, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor pursuant to the rates set forth in Paragraph 3, but the total amount paid shall not exceed the sum of **\$4,500.00** for the term of this Service Agreement. Client shall pay Contractor upon completion of selected service.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Property for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third-party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties including changes in the law concerning Canada Geese control and abatement activities.

8. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Property and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Property. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client. **Consultant shall name the Client as an additional insured on any insurance policies in place. Consultant also agrees to release, indemnify and hold harmless the Client from any losses for bodily injury and/or property damage, including attorneys' fees and expenses, arising out of or in any manner resulting from the services to be performed by the Consultant.**

Goose Control Technology

Dated: August 17, 2021

BY: S.J. Toth, Jr.
Principal Operating Officer

Township of West Orange

Karen Carnevale, Township Clerk
Dated: August 17, 2021

BY: Mayor Robert D. Parisi

RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS- NEIGHBORHOOD PRESERVATION PROGRAM (NPP) IN THE AMOUNT OF \$125,000

WHEREAS, the New Jersey Department of Community Affairs- Neighborhood Preservation Program (NPP) provides funds for “neighborhood preservation and revitalization activities,” consisting of housing and economic development activities and other neighborhood preservation and revitalization activities; and

WHEREAS, the NPP is open to municipalities and their partner non-profit organizations that currently do not have an active NPP District and that otherwise meet the NPP eligibility criteria in geographically targeted census tracts and block groups as defined online in the interactive DCA Asset Map; and

WHEREAS, the Township of West Orange desires to apply for and obtain a grant from the New Jersey Department of Community Affairs- Neighborhood Preservation Program for approximately \$125,000 to carry out a project for neighborhood preservation and revitalization activities with the project location to target the eligible census tract (Census Tract 177) known as the Tory Corner neighborhood; and

WHEREAS, the Township will partner with the Downtown West Orange Alliance as their non-profit partner organization; and

WHEREAS, the Mayor and Council of the Township of West Orange authorizes the expenditure of the required 20% match for this grant opportunity.

NOW, THEREFORE, BE IT RESOLVED, that the

- 1) Mayor and Council of the Township of West Orange, County of Essex, State of New Jersey does hereby authorize the application for such a grant; and;
- 2) Recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Township of West Orange and the New Jersey Department of Community Affairs;

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

(signature)

Robert D. Parisi, Mayor

CERTIFICATION:

I, Karen J. Carnevale, the Municipal Clerk, of the Township of West Orange hereby certify that at a meeting of the Board of Directors / Governing Body held on August 17, 2021 the above RESOLUTION was duly adopted.

(Signature of Secretary of the Board of Directors or Government Clerk)

**RESOLUTION TO AWARD CONTRACT
FOR FIRE APPARATUS MAINTENANCE AND REPAIR**

WHEREAS, the Township of West Orange Fire Department has requested the services of a company to perform routine maintenance and repair on a various number of equipment to keep it operating efficiently, see Exhibit A; and

WHEREAS, in accordance with the Local Public Contract Law N.J.S.A. 40A:11-1 et seq., the Purchasing Agent advertised for bids and did receive one (1) submission on the date August 5, 2021 and time 11:00 am posted; and

WHEREAS, one bid was received and that bid was reviewed by both the West Orange Fire department and the Acting Purchasing Agent to be found responsible and responsive to the specifications and cost restraints; and

WHEREAS, the following proposal has been submitted by:

Fire & Safety Services, 200 Ryan Street, South Plainfield, New Jersey 07080

Annual maintenance costs:

Chassis \$1,500.00 per unit (7) units @ \$1,500.00 = \$10,500.00

Pumper \$495.00 per unit (6) units @ \$495.00 = \$2,970.00

Aerial Ladder (1) unit \$2,500

General Repairs Rates:

Hourly Repair Rate \$80.00

Hourly OT \$100.00

Travel Cost \$80.00

OEM Parts Mark Up 20% over cost

NOW LET IT BE RESOLVED, by the Council of the Township of West Orange that the Fire Apparatus maintenance and repair contract be awarded to Fire & Safety Services for the term of 24 months with the option to extend one (1) additional year.

BE IT FURTHER RESOLVED that the Acting Purchasing Agent is hereby authorized to arrange to pay for the forgoing in accordance with the terms of the purchase order and from funds certified by the Chief Financial Officer.

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

Cindy Matute-Brown, Council President

Adopted: August 17, 2021

**I hereby certify funds available: 01-2010-00-7902-157 (Auto Servicing of all Fire Pumps)
03-2584-19-0700-110 (Unspecified Capital Repairs to Large Vehicles)**

John O. Gross, Chief Financial Officer

EXHIBIT A

SECTION I

APPARATUS

The current fleet of Fire Apparatus is as follows:

Quantity	Year	Make/Model	GPM/Tank
1	1989	PIERCE Pumper	1250/500
1	1993	E-ONE Pumper	1250/500
1	2001	PIERCE Pumper	1500/500
2	2006	PIERCE Pumper	1500/500
1	2015	PIERCE Ladder	N/A
1	2018	PIERCE Pumper	1500/500

205-21
August 17, 2021

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO VETERAN EXEMPTION

WHEREAS the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are do in the amounts listed below.

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 to the homeowners the tax refunds due:

ADDRESS	1107 SMITH MANOR BLVD		EXEMPT	2/8/2021
BLOCK	109		DATE	
LOT	1.01			
QUAL	C0071			
2021 PAYMENTS				
2021	DATE	AMOUNT	PRORATED	REFUND DUE
Q1	2/18/2021	\$ 4,616.89	53	\$ 2,718.84
Q2	2/18/2021	\$ 1.88	90	\$ 1.88
Q3				
TOTAL				\$ 2,720.72
PAYABLE TO:				
Nelson Rodriguez				
Carmen Rodriguez				
1107 Smith Manor Blvd				
West Orange, NJ 07052				
ADDRESS	33 MOUNTAIN AVE		EXEMPT	1/28/2021
BLOCK	80.02		DATE	
LOT	31.01			
QUAL				
2021 PAYMENTS				
2021	DATE	AMOUNT	DAYS	REFUND DUE
Q1	2/9/2021	\$8,836.00	63	\$ 6,185.20
Q2	5/5/2021	\$8,836.00	90	\$ 8,836.00
Q3				
TOTAL				\$ 15,021.20
PAYABLE TO:				
Carlton Shelley II				
33 Mountain Drive				
West Orange, NJ 07052				

ADDRESS	7 LONERGAN WAY		EXEMPT	9/30/2021
BLOCK	169.01		DATE	
LOT	6.01			
QUAL	C0009			
PAYMENTS	DATE	AMOUNT	PRORATED	REFUND DUE
2021				
Q4	2/4/21 & 5/5/21	\$ 7,657.30	90	\$ 7,657.30
2021				
Q1	5/5/21 & 5/24/21	\$ 6,256.44	90	\$ 6,256.44
Q2				\$ -
Q3				\$ -
TOTAL				\$ 13,913.74
REFUND PREVIOUSLY PAID				\$ 13,000.00
REFUND DUE				\$ 913.74
PAYABLE TO:				
April C. Maxie				
7 Loneragan Lane				
West Orange, NJ 07052				

ADDRESS	70 VACCA DRIVE		EXEMPT	3/22/2021
BLOCK	105		DATE	
LOT	1			
QUAL	C0070			
2021 PAYMENTS				
2021	DATE	AMOUNT	DAYS	REFUND DUE
Q1	2/4/2021	\$ 2,570.71	39	\$ 1,113.97
Q2	5/5/2021	\$ 2,570.71	90	\$ 2,570.71
Q3				
TOTAL				\$ 3,684.68
PAYABLE TO:				
Alana Patrick-Johnson				
70 Vacca Drive				
West Orange, NJ 07052				

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

Cindy Matute-Brown, Council President

Adopted: August 17, 2021

I hereby certify funds available from Account No. _____

John O. Gross, Chief Financial Officer

**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.

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 to the said taxpayers the sums in full and final satisfaction to tax rebates due:

ADDRESS	10 LYNWOOD WAY			DATE:	6/10/2021
BLOCK	102				
LOT	5				
QUAL					
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2019	\$ 2,499,800.00	\$ 1,400,000.00	\$ 1,099,800.00	4.161	\$ 45,762.68
2020	\$ 2,499,800.00	\$ 1,400,000.00	\$ 1,099,800.00	4.284	\$ 47,115.43
TOTAL					\$ 92,878.11
PAYABLE TO:					
Andrew S. Kessler					
Attorney Trust Account					
18 Columbia Turnpike					
Suite 200					
Florham Park, NJ 07932-2266					

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

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

John Gross, Chief Financial Officer

207-21
August 17, 2021

**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.

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 to the said taxpayers the sums in full and final satisfaction to tax rebates due:

ADDRESS	588 EAGLE ROCK AVE		DATE:	7/8/2021	
BLOCK	154.04				
LOT	1				
QUAL					
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2019	\$ 650,000.00	\$ 550,000.00	\$ 100,000.00	4.161	\$ 4,161.00
2020	\$ 650,000.00	\$ 550,000.00	\$ 100,000.00	4.284	\$ 4,284.00
TOTAL					\$ 8,445.00
<u>PAYABLE TO:</u>					
Andrew S. Kessler					
Attorney Trust Account					
18 Columbia Turnpike					
Suite 200					
Florham Park, NJ 07932-2266					

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

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

John Gross, Chief Financial Officer

208-21
August 17, 2021

**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.

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 to the said taxpayers the sums in full and final satisfaction to tax rebates due:

ADDRESS	3 BACHMAN		DATE:	4/24/2020			
BLOCK	152.28						
LOT	1166						
QUAL							
	ASSESSMENT						
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE		
2018	\$ 1,215,698.00	\$ 800,000.00	\$ 415,698.00	4.038	\$ 16,785.89	Prorate From	1/1/2019
2019	\$ 1,215,698.00	\$ 800,000.00	\$ 415,698.00	4.161	\$ 17,297.19	Prorate To	6/6/2019
						Prorated Total	\$ 7,447.40
TOTAL					\$ 24,233.29		
PAYABLE TO:							
ATCF REO HOLDINGS, LLC & Irwin & Heinze P.A.							
301 Main Street							
Chatham, NJ 07928							

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

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

John Gross, Chief Financial Officer

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of August 17, 2021 enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Pending or anticipated litigation or contract negotiation

Resolution Authorizing an Executive Session to Discuss Contractual Negotiation concerning Crestmont Country Club, the Downtown Properties, and Related Matters

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **August 17, 2021.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

RESOLUTION

*A Resolution Requesting Planning Board to Consider Whether Properties
within the Township Qualify as an Area in Need of Rehabilitation*

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation or redevelopment; and

WHEREAS, in accordance with the Redevelopment Law, the Township of West Orange (the “**Township**”) requests the Planning Board consider whether all properties within the Township should be considered for designation as an area in need of rehabilitation pursuant to *N.J.S.A. 40A:12A-14a*, inclusive of any and all streets, “paper” streets, private drives and right of ways (the “**Area**”); and

WHEREAS, Leonard R. Lepore, P.E., the engineer for the Township, submitted a report, a copy of which is attached hereto as Exhibit A (the “**Rehabilitation Report**”), stating that the Area meets the criteria set forth in subsections (2) and (6) of Section 14 of the Redevelopment Law, *N.J.S.A. 40A:12A-14(a)*, as: (i) more than half the housing stock in the delineated area is at least 50 years old, and (ii) a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance; and that a program of rehabilitation is expected to prevent further deterioration and to promote the overall development of the Township in accordance with the requirements of Section 14 of the Redevelopment Law, *N.J.S.A. 40A:12A-14(a)*; and

WHEREAS, *N.J.S.A. 40A:12A-14(a)*, provides that prior to the adoption of a resolution designating the Area as an area in need of rehabilitation, the Township must first submit a copy

of the Rehabilitation Report to the Township of West Orange Planning Board (the “**Planning Board**”) for its review and recommendations; and

WHEREAS, based on the Rehabilitation Report, the Planning Board should consider whether the Area satisfied the statutory criteria to be designated as an area in need of rehabilitation under Section 14 of the Redevelopment Law, *N.J.S.A. 40A:12A-14(a)*; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange as follows:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Township Council hereby refers and requests the Planning Board to analyze whether the Area qualifies as an area in need of rehabilitation pursuant to Section 14 of the Redevelopment Law, *N.J.S.A. 40A:12A-14(a)*.

Section 3. A copy of this resolution shall be transmitted to the Chairperson and Secretary of the Planning Board and shall be available for public inspection at the offices of the Township Clerk.

Section 4. This resolution shall take effect immediately.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

August 11, 2021

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, NJ 07052

RE: **AREA IN NEED OF REHABILITATION**
TOWNSHIP WIDE DESIGNATION

Mayor Parisi, Council President Matute-Brown and Council Members:

Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-14, the entire area of the Township of West Orange may be designated an area in need of rehabilitation due to the age of the Township's housing stock, sanitary sewer infrastructure and water infrastructure. Specifically, N.J.S.A. 40A:12A – 14(a) states the governing body may designate all or part of the Municipality as being in need of rehabilitation if it determines by Resolution that more than half of the housing stock in the delineated area is at least 50 years old and/or there exists in that area conditions such that a majority of the sanitary sewer and water infrastructure is at least 50 years old and is in need of repair or substantial maintenance. Most of the development of the Township, including housing and the infrastructure needed to support the community such as roadways, sanitary sewers and water mains, occurred prior to 1971 or more than 50 years ago.

To evaluate the age of the Township's housing stock, the Tax Assessor's office, led by Kevin Dillon and with the assistance of Senior Assessing Clerk, Shayne Cavanaugh-Radice, completed a list of all residential units in the Township. The list was completed from sub groups of residential properties by Tax Classification:

- Class 2 - Residential buildings of four families or less including single family homes, townhomes, condominiums and two, three and four family residences
- Class 4C- Apartments designed for use by five families or more
- Class 4A- Commercial properties with residential properties such as residential units over retail units. These are found predominantly in the Downtown Corridor of Main Street/Valley Road
- Class 15- Tax Exempt properties with residential units such as senior citizen buildings

Nursing homes, long term care facilities and assisted living facilities are not included as residential units.

The total number of residential units including all above property classes is:

The number built prior to 1971: 13,311
The number built 1971 and after: 4,724
Percentage built prior to 1970: 78.8%

By Property Taxation Class

Class 2

Total - 14,792
Built prior to 1971 - 11,180
Built 1971 and after - 3,612
Percentage built prior to 1971 - 75.6%

Class 4C

Total - 2,334
Built prior to 1971 - 1,775
Built 1971 and after - 559
Percentage built prior to 1971 - 76.0%

Class 4A

Total - 294
Built prior to 1971 - 292
Built 1971 and after - 2
Percentage built prior to 1971 - 99.3%

Class 15

Total - 615
Built prior to 1971 - 64
Built 1971 and after - 551
Percentage built prior to 1971 - 10.4%

Clearly more than half the housing stock of the Township is more than 50 years old.

I mentioned most of the residential development of the Township, including the sanitary sewer and water mains to service those developments occurred prior to 1971. A few large single-family developments have occurred since then including High Tor Estates on Cunningham Drive and Howell Drive, Paddock Farms and Harper Ridge off Woodland Avenue, Pleasantdale Grande off Oval Road, Highview Gardens by O'Connor Park, Colonial Woods North on Colonial Woods Drive next to Route 280 and the Reserve at Bel Air on Haggerty Drive. Although these are significant residential developments, the infrastructure improvements to the sanitary sewer system, which is now owned and operated by the Township and the water system which is owned and operated by the New Jersey American Water Company are small when compared to the entire Township. Since 1971 the most significant residential development occurred in the development of private residential communities of townhouses and condominiums. This was a result of revisions to the Master Plan and Land Use Regulations in the late 1970's which established Residential Cluster Zones. Of the 21 private associations only three were built before 1971, and these were converted from garden apartments. In all 21 private communities the sanitary sewer system is operated by association management, but in most of those private communities the New Jersey American Water Company operates the water system. Even with nearly thirty sizable residential developments since 1971, the sanitary sewer and water infrastructure improvements associated with them is far less than half of the Township's total sewer and water infrastructure.

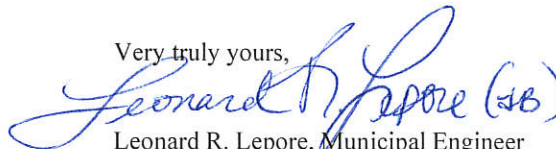
West Orange owns, operates and maintains approximately 100 miles of sanitary sewer mains. Those mains range in size from 8-inch diameter mains in residential streets to 30-inch diameter interceptor sewers. Due to the Township's topography, West Orange owns, operates and maintains nine sanitary sewage pump stations. The smallest is the Dogwood Pump Station which collects wastewater from a few homes at the southerly ends of Dogwood Drive and Dogwood Road. The largest is the Cherry Lane Pump Station. This facility collects wastewater from the westerly slope of the second Watchung Mountain from Route 280 south to the border with Millburn and Livingston. Of the nine pump stations, five of them were constructed prior to 1971. However, one of the five was rehabilitated in the past decade. The other four require frequent maintenance as their electrical and mechanical systems are old. Sourcing parts for them can be difficult. The

Township plans improvements to three of those four stations over the next few years. The sanitary sewer mains in the Township's collection system date back as early as the turn of the nineteenth and twentieth centuries when the Joint Meeting of Essex and Union Counties was formed. The sewer mains installed in the first half of the twentieth century were mostly made of vitrified clay. This is a very brittle material, subject to cracking, with pipe joints of oakum and sealed with lead. Also, many of the over 1,000 manholes are constructed of brick with mortar joints. Over time the joints between pipes and the joints between the brick courses deteriorate, allowing for roots and groundwater infiltration into the sanitary sewage collection system. Also, deteriorated joints can lead to misaligned pipes or pipe settlement. Both these conditions create obstructions that allow materials and grease in the sewage effluent to accumulate. As a result, the Township must frequently maintain sections of the sanitary sewage system to prevent accumulation of roots and debris. The Department of Public Works maintains sections on a quarterly, semi annually and annual basis to prevent future sewage backups at known problem areas. Sewage backups also develop in periods of wet weather when extraneous flows from infiltration causes sewage flow rates to rise considerably. This can lead to overflows into basements and discharges into streets from overflowing manholes. The sanitary sewage collection system of the Township requires frequent maintenance in addition to more than half the system being older than 50 years. To reduce maintenance frequency and significantly reduce infiltration, will require sewer main and manhole replacement or relining with costs of at least \$50,000,000.00.

Although a significant amount of new water mains were constructed by New Jersey American Water Company (NJAWC) in new developments both on public streets in new single family residential developments and on private roads in townhouse and condominium developments since 1971, this quantity represents about 13 miles of new water main in a system that consists of nearly 145 miles of mains. This is about nine percent of the water conveyance system. Additionally, the water system requires continued maintenance and improvement to repair water main breaks. Since April 2016 a total of 191 breaks in the distribution system were reported by NJAWC to West Orange. On streets with repeated breaks, such as Lessing Road, NJAWC installed a new water main and services. In recent years new mains were also installed on Arverne Road, a portion of Edgewood Avenue, portions of Old Indian Road, Porter Road, Curtis Avenue and portions of Woodland Avenue. Even with these improvements more than half of the water distribution system is more than 50 years old. As the system ages, water main breaks will continue and NJAWC will install replacement mains. However, this will require a significant amount of new replacement mains to reduce the age of the majority of the system to less than 50 years.

The Township as a whole may be designated an area in need of rehabilitation pursuant to the criteria of N.J.S.A. 40A: 12A-14. The majority of the housing stock in the Township is in excess of 50 years old and the ages of the majority of the sanitary sewer and water infrastructure are greater than 50 years. Furthermore, both the sewer and water system require frequent maintenance.

Very truly yours,


Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

cc: John Gross

Richard Trenk

John K. Sayers

Police Chief James Abbott

211-21
August 17, 2021

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT
TO THE LISTED TAXPAYER DUE TO VETERAN EXEMPTION**

WHEREAS the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are due in the amounts listed below.

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 to the homeowners the tax refunds due:

ADDRESS	17 KENZ TERRACE		EXEMPT	8/7/2021	
BLOCK	152.22		DATE		
LOT	1424.11				
QUAL					
PAYMENTS	DATE	AMOUNT	PRORATED	REFUND DUE	
2020					
Q3	8/5/2020	\$2,505.00	54	\$ 1,503.00	WELLS FARGO
Q4	10/13/2020	\$2,800.87	90	\$ 2,800.87	TITLE AGENCY OF NJ
2021					
Q1	2/4/2021	\$2,579.00	90	\$ 2,579.00	CORELOGIC
Q2	5/5/2021	\$2,579.00	90	\$ 2,579.00	CORELOGIC
TOTAL				\$ 9,461.87	
PAYABLE TO:					
Wells Fargo Bank	CoreLogic Centralized Refunds				
ATTN: Refunds/Financial Support	PO Box 9202				
P.O. Box 14506	Coppell, TX 75019-9760				
Des Moines, IA 50328-0001					
Title Agency of NJ					
6 Prospect Village					
Suite 200					
Clifton, NJ 07013					

ADDRESS	33 MOUNTAIN AVE		EXEMPT	1/28/2021
BLOCK	80.02		DATE	
LOT	31.01			
QUAL				
2021 PAYMENTS				
<u>2021</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>REFUND DUE</u>
Q3	2/9/2021	\$ 9,087.00	90	\$ 9,087.00
TOTAL				\$ 9,087.00
<u>PAYABLE TO:</u>				
Carlton Shelley II				
33 Mountain Drive				
West Orange, NJ 07052				

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

Cindy Matute-Brown, Council President

Adopted: August 17, 2021

I hereby certify funds available from Account No. _____

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the New Jersey Department of Health, Office of Local Public Health (the “OLPH”) advertised for a non-competitive grant funding opportunity for Strengthening Local Public Health Capacity (the “Local Health Grant”); and

WHEREAS, the Local Health Grant offers funding for local health departments to boost their respective public health capacities; and

WHEREAS, on June 22, 2021, the Township Council for the Township of West Orange (the “Township”) adopted Resolution 151-21 which authorized the Township utilize funds from the Local Health Grant to create a position entitled Vulnerable Populations Outreach Coordinator (the “VPOC”) and to enter into a contract with the Essex Regional Health Commission (the “ERHC”) for the hiring and management of the VPOC; and

WHEREAS, the Township seeks to enter into another contract with ERHC utilizing funds awarded via the Local health Grant to hire and manage two (2) part-time support staff to assist the VPOC, pursuant to the Professional Services Agreement annexed hereto as Exhibit “A” (the “Agreement”).

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain ERHC to hire and manage the support staff of the VPOC; and be it further

RESOLVED, that the Mayor is hereby authorized to execute the Agreement with ERHC annexed hereto as Exhibit “A,” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature; and be it further

RESOLVED, that this Resolution shall be made available in the Township Clerk's Office for reasonable inspection in accordance with applicable law.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

I hereby certify funds are available from Account No. _____

John O. Gross, CFO

Exhibit “A”

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ESSEX REGIONAL HEALTH COMMISSION
AND
THE WEST ORANGE TOWNSHIP'S HEALTH DEPARTMENT**

This Professional Services Agreement ("Agreement") is made and entered into as of the 1st day of July, 2021 (the "Effective Date"), by and between Essex Regional Health Commission (hereinafter "ERHC" or "PROVIDER") and The Township of West Orange (hereinafter "WEST ORANGE" or "RECIPIENT").

WHEREAS, ERHC and WEST ORANGE are both designated as Local Health in compliance with N.J.A.C. 8:52-3.3 and N.J.A.C. 8:52-4.1 by the New Jersey Department of Health ("NJDOH"); and

WHEREAS, ERHC and WEST ORANGE are recipients of the Strengthening Local Public Health Capacity funds for fund year 2021/2022, and as Grant recipients, each is required to work on mandated grant activities as specified in "Attachment C - Program Specification" of the Grant Application; and

WHEREAS, WEST ORANGE has requested the assistance of ERHC in addressing mandatory Strengthening Local Public Health Capacity Grant activities and the hiring and managing of additional support staff to assist the Vulnerable Populations Outreach Coordinator (VPOC) position to assure grant requirements are met.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, ERHC and WEST ORANGE agree as follows:

1. **Scope of Service.** The PROVIDER and RECIPIENT agree to provide the services set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall terminate June 30, 2022 unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.
3. **Payment.** WEST ORANGE agrees to pay PROVIDER \$18,679 for Services completed in accordance with the terms of this Agreement. The PROVIDER shall provide an invoice detailing the Services provided during that period. The PROVIDER shall be paid quarterly during the term of the Agreement in the amount of \$4,669.75 with payments being due and payable on or before September 30, 2021, December 31, 2021, March 31, 2022, and June 30, 2022. If this Agreement is renewed pursuant to its terms then, in that event, RECIPIENT will continue to pay the sum of \$4,669.75 per quarter, subject to available funding under the Strengthening Local Public Health Capacity Grant and Municipal Council approval.

4. **Termination.** Either PROVIDER or RECIPIENT may terminate the Agreement upon thirty (30) days written notice to the other party to the Agreement.
5. **Indemnification.** ERHC and WEST ORANGE agree to hold each other harmless from any and all obligations, penalties, fees, liabilities, judgments, claims and demands which may arise out of this Agreement and further agrees to save and hold harmless each other and to defend at its own cost and expense any such claim or lawsuit instituted by third parties against the other party. Nothing contained herein shall relieve ERHC or WEST ORANGE from liability for negligence or other wrong doing of its agents, servants and/or employees.
6. **Insurance.**
 - a. **General Requirements.** PROVIDER shall maintain for the duration of the Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by PROVIDER, its agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission and shall be in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. **Primary Insurance.** PROVIDER's insurance coverage shall be primary insurance with respect to WEST ORANGE, its officers, officials, employees and volunteers shall apply separately to each project or location. Any insurance or self-insurance maintained by the WEST ORANGE, its officers, officials, employees or volunteers shall be excess of PROVIDER's insurance and shall not contribute with it.
 - c. **Additional Insured Status.** The Township of West Orange is to be listed as additional insured for liability arising out of activities performed by or on behalf of PROVIDER.
 - d. **Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, must be supplied to WEST ORANGE. ERHC must notify WEST ORANGE immediately of any material changes to insurance coverage, such as changes in limits, coverages, status of policy, etc. WEST ORANGE reserves the right to require complete copies of insurance policies at all times.
 - e. **Workers Compensation Insurance.** PROVIDER shall procure and maintain during the life of the Agreement workers' compensation insurance in the statutory amounts, pursuant to N.J.S.A. 34:15-1 et seq. (\$500,000 each accident/\$500,000 policy limit).
 - f. **Amounts.** All insurance shall be written for up to the following limits of liability:

Bodily Injury Liability Insurance	\$1,000,000.00 each person
	\$2,000,000.00 each occurrence

Property Damage Liability

\$1,000,000.00 each person
\$1,000,000.00 each occurrence

7. **Renewal/Extension.** The term of the Agreement may be extended for one (1) year unless terminated by either party by written notice thirty (30) days prior to the end of the then current term subject to Municipal Council approval.
8. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of the Agreement, ERHC and WEST ORANGE agree:
 - a. A representative designated by PROVIDER and a representative designated by RECIPIENT shall attempt to resolve the dispute, if that is unsuccessful;
 - b. ERHC and WEST ORANGE agree to appoint a retired Superior Court judge to act as mediator of the dispute. ERHC and WEST ORANGE agree that the decision rendered by the mediator shall not be binding on the parties and shall in no way prejudice any rights they may have to pursue all available legal and equitable remedies.
9. **Authorization.** Each party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute the Agreement.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
11. **No Assignments.** This Agreement may not be assigned without the written consent of all parties.
12. **Entire Agreement.** This Agreement, including the Exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties, subject to Municipal Council approval. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or other documents issued by ERHC or WEST ORANGE in connection herewith, the terms set forth in the body of this Agreement shall prevail.
13. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

14. **Notice.** All notices, consents, request, demands and other communications required or permitted hereunder shall be in writing (which includes facsimile) and shall be deemed given if (i) delivered personally, by overnight mail or by courier service; (ii) when sent by confirmed facsimile; or (iii) if mailed by U.S. registered or certified mail (return receipt requested) to the party at the party's address written below or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective three (3) business days after mailing.

If to PROVIDER:

Carrie Nawrocki, Health Officer
Essex Regional Health Commission
204 Hillside Avenue
Livingston, New Jersey 07039
Fax: 973-251-2779

If to RECIPIENT:

The Township of West Orange
66 Main Street
West Orange, NJ 07052

15. **Copy.**

- a. A copy of this signed Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, New Jersey 086250360.
- b. Pursuant to the provisions set forth in N.J.S.A. 40A:65-4(b), a copy of this fully executed Agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, New Jersey 08625-0803.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: August 11, 2021

ESSEX REGIONAL HEALTH COMMISSION

By: 

Name: Carrie Nawrocki

Title: Director

Dated: _____, 2021

THE TOWNSHIP OF WEST ORANGE

By: _____

Name: _____

Title: _____

Exhibit A

Essex Regional Health Commission and West Orange Shared Service Agreement

For Provider Responsibilities:

- Hire two part-time support staff to assist the Vulnerable Population Outreach Coordinator to be housed onsite at West Orange
- Oversight of VPOC support staff to facilitate the recipient's completion of grant deliverables specified in Grant RFA
- Manage Vulnerable Population Outreach Coordinator support staff
- Contact information of the PT VPOC Support Staff will be provided to NJDOH.

For Recipient Responsibilities:

- Provide a primary liaison for coordination of operational activities related to implementation of this agreement and generally make relevant West Orange staff available to participate in these activities as needed.
- Provide intra and interdepartmental coordination as required.
- Provide office supplies, copying, AV/technology equipment and logistical support as needed to support training and exercises conducted pursuant to this agreement.
- Provide a suitable work location and incidentals as needed to support the provider's onsite activities.

2021 Budget Amendment #1

213-21

August 17, 2021

BE IT RESOLVED, that the Township Council of the Township of West Orange, on this 17th day of August 2021, that Amendment #1 to the 2021 Local Municipal Budget of the Township of West Orange be and is hereby introduced on first reading and the Township Clerk is directed to read the title thereof in full.

BE IT FURTHER RESOLVED, that said Amendment #1 be published in the West Orange Chronicle in the issue of August 26, 2021.

A public hearing for Amendment #1 will be September 14, 2021 at 7 p.m. at the Town Hall, Council Chambers located at 66 Main St, West Orange, NJ 07052 or via Zoom if necessary at which time and place objections to said Amendment #1 may be presented by taxpayers or interested persons.

Copies of Amendment #1 are available in the office of the Business Administrator at the Municipal Building, 66 Main St, during the hours of 8:30 AM to 4:30 PM.

Introduced Budget:**CURRENT FUND - GENERAL REVENUES**

	2021 Introduced	2021 Amended	Change
1. Surplus Anticipated	4,817,944.23	4,206,399.49	(611,544.74)
Total Surplus Anticipated	4,817,944.23	4,206,399.49	(611,544.74)
Licenses:			
Alcoholic Beverages	81,912.75	86,757.86	4,845.11
Other	51,047.89	56,689.08	5,641.19
Fees and Permits	274,783.09	261,724.25	(13,058.84)
Fines and Costs: Municipal Court	381,725.21	385,726.50	4,001.29
Interest and Costs on Taxes	692,983.09	759,253.65	66,270.56
Parking Meters	4,437.02	4,436.89	(0.13)
Interest on Investments and Deposits	69,551.40	71,945.03	2,393.63
Payment in Lieu of Taxes			
Eagle Rock Senior Citizen Housing	123,890.48	129,661.00	5,770.52
Woodland Valley	28,110.45	30,667.35	2,556.90
St. Barnabas	291,398.75	240,776.08	(50,622.67)
Prism	1,100,000.00	1,126,640.34	26,640.34
Sewer User Charges	7,186,275.45	7,151,971.42	(34,304.03)
NJ Transit	-	4,090.00	4,090.00
Total Section A: Local Revenue	10,464,422.58	10,488,646.47	24,223.89
3. Miscellaneous Revenues - Section C: Dedicated Uniform Construction Code Fees			
Offset with Appropriations (N.J.S.A. 40A:4-36 and N.J.A.C. 5:23-4.17)			
Uniform Construction Code Fees	678,073.82	715,491.33	37,417.51
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	678,073.82	715,491.33	37,417.51

3. Miscellaneous Revenues - Section D: Special Items of General Revenue Anticipated

With Prior Written Consent of the Director of Local Government Services

Shared Service Agreements Offset With Appropriations:

Essex Fells ILSA	11,778.48	12,014.04	235.56
Total Section D: Shared Service Agreements Offset With Appropriations	11,778.48	12,014.04	235.56

3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated

With Prior Written Consent of Director of Local Government Services - Other Special Items:

Comcast Cable TV	642,168.76	649,904.07	7,735.31
Extra Duty Admin Fee	127,050.47	136,369.60	9,319.13
General Capital Fund Balance	163,096.79	394,141.27	231,044.48
Ground Leases	161,880.86	173,939.68	12,058.82
Hotel Tax	433,191.20	469,054.39	35,863.19
Medical Transport Billing Services	1,156,237.10	1,155,664.18	(572.92)
Rental-Environmental Center	42,547.06	44,179.00	1,631.94
Reserve to Pay Debt Service	141,001.70	271,704.29	130,702.59
Rock Spring	100,000.00	123,180.50	23,180.50
Supplemental Sewer Fees	67,112.52	64,751.73	(2,360.79)
Uniform Fire Safety Act	87,311.77	85,613.07	(1,698.70)
Total Section G: Special Items of General Revenue Anticipated with Prior Written	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Consent of Director of Local Government Services - Other Special Items	3,224,831.76	3,671,735.30	446,903.54

Summary of Revenues

1. Surplus Anticipated (Sheet 4, #1)	4,817,944.23	4,206,399.49	(611,544.74)
3. Miscellaneous Revenues:	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Section A: Local Revenues	10,464,422.58	10,488,646.47	24,223.89
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	678,073.82	715,491.33	37,417.51
Total Section D: Special Items of General Revenue Anticipated with Prior Written			
Consent of Director of Local Government Services - Shared Service Agreements	11,778.48	12,014.04	235.56
Total Section G: Special Items of General Revenue Anticipated with Prior Written			
Consent of Director of Local Government Services - Other Special Items	3,224,831.76	3,671,735.30	446,903.54
Total Miscellaneous Revenues	23,684,062.40	24,192,842.91	508,780.51
5. Subtotal General Revenues (Items 1, 2, 3 and 4)	31,950,343.09	31,847,578.86	(102,764.23)
c). Minimum Library Tax	2,222,836.49	2,221,262.82	(1,573.67)
Total Amount to be Raised by Taxes for Support of Municipal Budget	61,865,549.39	61,863,975.72	(1,573.67)
7. Total General Revenues	93,815,892.48	93,711,554.58	(104,337.90)

CURRENT FUND - GENERAL APPROPRIATIONS

DEPARTMENT OF HEALTH AND WELFARE

Division of Health

General Health Services

Salaries and Wages

706,895.00

730,751.00

23,856.00

UNCLASSIFIED:

Current Fund Surplus to Pool Utility

-

30,265.99

30,265.99

Total Operations {Item 8(A)} within "CAPS"

61,660,261.97

61,714,383.96

54,121.99

B. Contingent

1,000.00

1,000.00

-

Total Operations Including Contingent - within "CAPS"

61,661,261.97

61,715,383.96

54,121.99

Salaries & Wages

33,289,265.00

33,313,121.00

23,856.00

(H-1) Total General Appropriations for Municipal Purposes within "CAPS"

70,070,870.22

70,124,992.21

54,121.99

Shared Service Agreements - Salaries & Wages

10,473.93

12,014.04

1,540.11

Total Interlocal Municipal Service Agreements

10,473.93

12,014.04

1,540.11

Total Operations - Excluded from "CAPS"

10,264,652.69

10,266,192.80

1,540.11

Detail:

Salaries & Wages

26,864.93

28,405.04

1,540.11

(1) DEFERRED CHARGES:

2015 Severance Liabilities

160,000.00

-

(160,000.00)

Total Deferred Charges - Municipal - Excluded from "CAPS"

864,000.00

704,000.00

(160,000.00)

(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"

20,217,202.62

20,058,742.73

(158,459.89)

(O) Total General Appropriations - Excluded from "CAPS"

20,217,202.62

20,058,742.73

(158,459.89)

(L) Subtotal General Appropriations {Items (H-1) and (O)}

90,288,072.84

90,183,734.94

(104,337.90)

9. Total General Appropriations

93,815,892.48

93,711,554.58

(104,337.90)

(H-1) Total General Appropriations for

70,070,870.22

70,124,992.21

54,121.99

Municipal Purposes within "CAPS"

-

-

-

A. Operations - Excluded from "CAPS"

XXXXXXXXXX

XXXXXXXXXX

Shared Service Agreements

10,473.93

12,014.04

-

Total Operations Excluded from "CAPS"

10,264,652.69

10,266,192.80

-

(E) Total Deferred Charges (Sheet 28)

864,000.00

704,000.00

(160,000.00)

Total General Appropriations

93,815,892.48

93,711,554.58

(104,337.90)

POOL UTILITY - DEDICATED REVENUES

Operating Surplus Anticipated

13,305.73

41,932.07

28,626.34

Operating Surplus Anticipated with Prior Written Consent of Director of Local Governm

-

-

-

Total Operating Surplus Anticipated

13,305.73

41,932.07

28,626.34

Membership Fees

258,095.00

211,771.00

(46,324.00)

Miscellaneous

70,115.00

57,546.67

(12,568.33)

Current Fund Surplus

-

30,265.99

30,265.99

Total Utility Revenues

341,515.73

341,515.73

-

OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

Summary of Program

Rate Assessed

0.0100

0.0050

(0.0050)

Township of West Orange Resolution to Read Budget by Title

WHEREAS, N.J.S.A. 40A:4-8 is amended to read as follows:

The budget shall be read, in full, or it may be read by its title, if

1. At least one week prior to the date of the hearing and at the hearing, a complete copy of the approved budget,
 - a. shall be made available for public inspection, and
 - b. shall be made available to each person upon request, and
2. The governing body shall, by resolution passed by not less than a majority of the full membership, determine that the budget shall be read by its title and declare that the conditions set forth in subsection (1) of this section have been met.

After closing the hearing, the governing body may adopt the budget, by title without amendments, or may approve amendments as provided in N.J.S.40A:4-9 before adoption.

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

Cindy Matute-Brown, Council

Adopted: August 11, 2021

**RESOLUTION TO PROVIDE PROPERTY TAX PAYERS THE TAX RELIEF BENEFITS OFFERED BY
N.J.S.A. 40A:4-41(c)(2)**

WHEREAS, N.J.S.A. 40A:4-41(c)(2) states that if tax appeal judgments of the county tax board pursuant to R.S.54:3-21 et seq., or the State tax court pursuant to R.S.54:48-1 et seq., result in tax reductions for the previous fiscal year, the governing body of the municipality may elect to calculate the current year reserve for uncollected taxes by reducing the certified tax levy of the prior year by the amount of the tax levy adjustments resulting from those judgments, and

WHEREAS, N.J.S.A. 40A:4-41(c)(2) states that the election of this choice shall be made by resolution, approved by a majority vote of the full membership of the governing body prior to the introduction of the annual budget pursuant to N.J.S.40A:4-5;

WHEREAS, the Township of West Orange's adjusted Tax Levy in 2021 was \$239,584,547.74; and

WHEREAS, during 2021 the Township of West Orange Tax Levy was reduced by \$187,787.55 in 2015-2020 tax appeals; and

WHEREAS, the Chief Financial Officer of the Township of West Orange has calculated that adoption of this resolution could reduce the required 2021 tax levy by as much as \$191,817.87; and

WHEREAS, the Township of West Orange desires to provide its property tax payers the tax relief benefit offered by N.J.S.A. 40A:4-41 (c)(2),

NOW THEREFORE, BE IT RESOLVED that the Township of West Orange does here elect to calculate the current year reserve for uncollected taxes by reducing the certified tax levy of the prior year by the amount of the tax levy adjustments resulting from those judgments.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

RESOLUTION FOR THE TOWNSHIP OF WEST ORANGE TO AUTHORIZE A THREE-YEAR AVERAGE FOR COVID-19 AFFECTED REVENUES IN THE 2021 MUNICIPAL BUDGET

WHEREAS, N.J.S.A. 40A:4-26 has been amended to authorize the Director of the Division of Local Government Services to promulgate new standards for the anticipation of COVID-19 affected revenues in the FY2021 budget, and, if necessary, in future years; and

WHEREAS, for FY2021, the Director authorizes use of a three-year average for calculation of affected revenues, which shall be calculated in a manner consistent with the Reserve for Uncollected Taxes (RUT) calculation used for anomalous years; and

WHEREAS, the revenues for various funds identified below were negatively impacted by COVID-19; and

WHEREAS, the actual cash collections for the above-named revenues and the average cash collection over 2018, 2019, and 2020 are as follows:

				Realized in	Realized in	Realized in
		2021	3-Year Average	Cash in 2020	Cash in 2019	Cash in 2018
GENERAL REVENUES		Budgeted				
Current Fund	Alcoholic Beverages	86,757.86	86,757.86	69,535.32	69,515.14	121,223.12
Current Fund	Other	56,689.08	56,689.08	58,853.00	49,060.25	62,154.00
Current Fund	Fees and Permits	261,724.25	261,724.25	221,999.98	287,653.90	275,518.88
Current Fund	Municipal Court	385,726.50	385,726.50	181,415.63	448,271.26	527,492.62
Current Fund	Interest and Costs on Taxes	759,253.65	759,253.65	736,694.45	693,485.65	847,580.86
Current Fund	Parking Meters	4,436.89	4,436.89	-	7,962.24	5,348.43
Current Fund	Interest on Investments and Deposits	71,945.03	71,945.03	63,651.49	82,146.14	70,037.47
Current Fund	St. Barnabas	240,776.08	240,776.08	143,000.00	286,688.00	292,640.25
Current Fund	Sewer User Charges	7,151,971.42	7,151,971.42	7,150,605.52	7,253,517.60	7,051,791.15
Current Fund	Uniform Construction Code Fees	715,491.33	715,491.33	660,031.00	762,083.00	724,360.00
Current Fund	Comcast Cable TV	649,904.07	649,904.07	629,761.43	642,168.76	677,782.01

Current Fund	Extra Duty Admin Fee	136,369.60	136,369.60	133,717.43	127,050.47	148,340.89
Current Fund	General Capital Fund Balance	394,141.27	409,878.85	733,778.94	237,911.59	257,946.03
Current Fund	Ground Leases	173,939.68	173,939.68	206,702.68	161,880.86	153,235.50
Current Fund	Hotel Tax	469,054.39	469,054.39	326,589.56	565,262.49	515,311.11
Current Fund	Medical Transport Billing Services	1,155,664.18	1,155,664.18	968,859.23	1,254,891.34	1,243,241.96
Current Fund	Rental-Environmental Center	44,179.00	44,179.00	45,837.00	86,700.00	
Current Fund	Supplemental Sewer Fees	64,751.73	64,751.73	17,200.00	139,325.20	37,730.00
Current Fund	Uniform Fire Safety Act	85,613.07	85,613.07	83,596.10	88,692.20	84,550.92
Pool Utility	Membership Fees	211,771.00	211,771.00	159,155.00	258,095.00	218,062.99
Pool Utility	Miscellaneous	57,546.67	57,546.67	34,162.00	70,115.00	68,363.00

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that it approves the utilization of a three-year average method in computing the own's fees and permits revenue anticipation in the column above identified as the Amount to be Budgeted in 2021; and

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

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

Cindy Matute-Brown, Council President

Adopted: August 17, 2021

218-21
August 17, 2021

**Resolution Canceling \$5,593,267.75 of the \$7,876,278 of the COVID Special Emergency
2623-20 Adopted on November 24, 2020 by the West Orange Council**

Ordinance

WHEREAS, the Township of West Orange Council adopted Ordinance 2623-20 Authorizing a Special Emergency Appropriation in the Amount of \$7,876,278; and

WHEREAS, the Township of West Orange Chief Financial Officer has advised the Township Council that a portion of the appropriation is no longer necessary;

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof the Township Council hereby cancels \$5,593,267.75 of the original emergency appropriation.

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

Cindy Matute Brown
Council President

Adopted: August 17, 2021

RESOLUTION

WHEREAS, N.J.S.A. 52:34-6.2(b)(3) authorizes a municipality to utilize a national cooperative for the purchase of goods and services in lieu of a formal procurement process pursuant to the Local Public Contract law; and

WHEREAS, Sourcewell is a service cooperative created under the laws of the state of Minnesota authorized to act as a nationally recognized cooperative through which government entities purchase goods and services from vendors contracting with Sourcewell; and

WHEREAS, the Township of West Orange (the “Township”) desires to enter into a Master Lease Agreement with Enterprise FM Trust (“Enterprise”) for the lease of vehicles for use by the West Orange Police Department (the “WOPD”); and

WHEREAS, the Township also desires to retain Enterprise for the management of the WOPD’s vehicles, including the maintenance, sale and auctioning of the WOPD’s police vehicles as needed and when appropriate; and

WHEREAS, Enterprise is a vendor who holds a contract with Sourcewell through July 2022 for Fleet Management Services under Contract #060618-EFM; and

WHEREAS, the Township has previously acted in accordance with New Jersey public procurement statutes and regulations to formally join Sourcewell as a nationally recognized cooperative for the purchase of goods and services and has maintained an active membership with Sourcewell since 2015 under membership #2819; and

WHEREAS, the Township’s Chief Financial Officer has determined that the cost for entering into an agreement(s) for Fleet Management Services with Enterprise would provide the

Township a cost savings compared to engaging in a procurement process to obtain the same services; and

WHEREAS, Enterprise has prepared a Master Equity Lease Agreement for Fleet Management of the WOPD's police vehicles, annexed hereto as Exhibit "A" (the "Master Lease") and

WHEREAS, Enterprise has also prepared additional agreements as part of the fleet management of the WOPD's police vehicles, including: (i) the Maintenance Management Agreement, annexed hereto as Exhibit "B;" (ii) the Full Maintenance Agreement, annexed hereto as Exhibit "C;" (iii) Agreement to Sell Customer Vehicles, annexed hereto as Exhibit "D;" and (iv) Consignment Auction Agreement for Sale of Customer Owned Vehicles, annexed hereto as Exhibit "E" (collectively the "Fleet Management Agreements").

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township is authorized to utilize Enterprise through its contract with Sourcewell to provide fleet management services for the Township and be it further

RESOLVED that the Mayor be and hereby is authorized to execute the Master Lease, the Fleet Management Agreements, and any other additional documents as needed to utilize Enterprise for the management of the WOPD's vehicles; and

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Master Lease, the Fleet Management Agreements, and any other additional documents as needed to utilize Enterprise for the management of the WOPD's vehicles; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

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

Cindy Matute-Brown
Council President

Adopted: August 17, 2021

4849-5813-7903, v. 1

Exhibit “A”

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

Exhibit “B”

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM_____ Customer_____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Attention: _____	Attention: _____
Fax #: _____	Fax #: _____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM_____ Customer_____

Exhibit “C”

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Customer _____

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

Exhibit “D”

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 400 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

Exhibit “E”

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 400 ("Service Fee") plus towing at prevailing rates.
- 5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

**CALENDAR YEAR 2021 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of West Orange in the County of Essex finds it advisable and necessary to increase its CY 2021 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of West Orange hereby determines that a 3.5% increase in the budget for said year, amounting to \$696,096 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township of West Orange hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget, shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the Township of West Orange shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$2,436,335 and that the CY 2021 municipal budget for the Township of West Orange be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This ordinance shall take effect after its final passage and publication in accordance with the law.

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

Cindy Matute-Brown, Council President

Introduced: June 22, 2021

Robert D. Parisi, Mayor

Adopted: August 17, 2021

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2651-21**

**BOND ORDINANCE PROVIDING FOR THE ACQUISITION
OF VARIOUS PROPERTIES PURSUANT TO THE
DOWNTOWN REDEVELOPMENT PLAN, BY AND IN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, STATE OF NEW JERSEY; APPROPRIATING
\$13,000,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$13,000,000 BONDS OR NOTES OF THE
TOWNSHIP TO FINANCE THE COST THEREOF**

WHEREAS, on February 9, 2003, the Township Council (the “Council”) of the Township of West Orange, in the County of Essex, State of New Jersey (the “Township”) adopted by ordinance the Downtown Redevelopment Plan, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “Redevelopment Law”); and

WHEREAS, the Downtown Redevelopment Plan was amended by the Council by first amendment, adopted by ordinance on August 16, 2006, second amendment, adopted by ordinance on March 7, 2007, and third amendment, adopted by ordinance on March 8, 2011 (collectively, as amended, referred to herein the “Redevelopment Plan”); and

WHEREAS, pursuant to Section 7(a)(4) of the Redevelopment Law, the Redevelopment Plan identifies various properties described in “Schedule A” attached hereto (collectively, the “Properties”), including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon, to be acquired in connection with implementation of the Redevelopment Plan; and

WHEREAS, the Council has determined that it is necessary to acquire the Properties in furtherance of the Redevelopment Plan, as authorized under the Redevelopment Law; and

WHEREAS, in order to finance the acquisition of all or a portion of the Properties and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation of the Properties (collectively, the “Project”), the Council desires to issue general obligation bonds or notes in one or more series in an aggregate principal amount of not to exceed \$13,000,000 pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”) and the Redevelopment Law.

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township. For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of \$13,000,000. Pursuant to the provisions of N.J.S.A. 40A:12A-37(c)(2) of the Redevelopment Law, notwithstanding the provisions of Section 11 of the Local Bond Law, no down payment is required as this bond ordinance authorizes obligations for the purpose of aiding a redevelopment project located in the Township.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the \$13,000,000 appropriation, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$13,000,000 pursuant to, and within the limitations prescribed by, the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”). In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in the principal amount not exceeding \$13,000,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued is to finance the Project, which includes the acquisition of, and the payment of the purchase price for, all or a portion of the Properties identified in the Redevelopment Plan and described in “Schedule A” attached hereto, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation of the Properties, including all work and materials necessary therefore and incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$13,000,000.

(c) The estimated cost of said improvement or purpose is \$13,000,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township, for the improvement and purpose authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Essex, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law and the Redevelopment Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or

private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and, if applicable, accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services and is on file with the Township Clerk.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) Pursuant to N.J.S.A. 40A:12A-37(c), the obligations authorized herein shall mature in annual installments commencing not more than two (2) and ending not more than forty (40) years from the date of issuance.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$13,000,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$500,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

(e) The obligations of the Township authorized by this bond ordinance shall bear interest at a maximum rate of not to exceed six (6.00%) per centum per annum, without further authorization of the Township Council, which authorization may be by resolution.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document

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

SECTION 10. The Township is hereby authorized to acquire the Properties and to negotiate an agreement or agreements of sale for the acquisition of said Properties. The Mayor, Business Administrator, Chief Financial Officer, Township Attorney and Township Clerk are each hereby authorized, as applicable, to negotiate, approve, execute, attest, deliver and perform said agreement or agreements of sale and any and all documents necessary to acquire said Properties.

SECTION 11. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 11 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs

of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is “placed in service” (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 12. If tax-exempt bonds or notes are issued under this bond ordinance, the Township covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on such tax-exempt bonds and notes issued under this bond ordinance.

SECTION 13. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: July 13, 2021

KAREN J. CARNEVALE, R.M.C.
Township of West Orange

CINDY MATUTE-BROWN, Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: August 17, 2021

KAREN J. CARNEVALE, R.M.C.
Township of West Orange

CINDY MATUTE-BROWN, Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS _____ DAY OF AUGUST, 2021.

ROBERT D. PARISI, Mayor
Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on July 13, 2021. It will be further considered for final passage, after public hearing thereon, at a virtual meeting of the Township Council to be held on August 17, 2021 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at www.westorange.org. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF VARIOUS PROPERTIES PURSUANT TO THE DOWNTOWN REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$13,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$13,000,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance authorizes the acquisition of and the payment of the purchase price for the Properties identified in the Redevelopment Plan and described in "Schedule A" attached thereto, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation of the Properties, including all work and materials necessary therefore and incidental thereto.

Appropriation: \$13,000,000

**Bonds/Notes
Authorized:** \$13,000,000

Down Payment: None

Section 20 Costs: \$500,000

Useful Life: 40 years

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**PUBLIC NOTICE
NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on August 17, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF VARIOUS PROPERTIES PURSUANT TO THE DOWNTOWN REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$13,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$13,000,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance authorizes the acquisition of and the payment of the purchase price for the Properties identified in the Redevelopment Plan and described in "Schedule A" attached thereto, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation of the Properties, including all work and materials necessary therefore and incidental thereto.

Appropriation: \$13,000,000

**Bonds/Notes
Authorized:** \$13,000,000

Down Payment: None

Section 20 Costs: \$500,000

Useful Life: 40 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on July 13, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on August 17, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this ____ day of _____, 2021.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on July 13, 2021 and finally adopted on August 17, 2021.

2. After introduction, the bond ordinance was published as required by law on March __, 2021 in the (insert name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on March __, 2021 and was duly published as required by law on March __, 2021 in the (insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of July 13, 2021, that such Supplemental Debt Statement was filed in my office on or by July 13, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2021.

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

SCHEDULE A

ACQUISITION PARCEL SCHEDULE

63	24	STANDISH AVENUE	BENARI REALTY.LLC
63	25	47 STANDISH AVENUE	ALL STATE TOWING & SALVAGE CO INC
63	33.01	LAKESIDE AVENUE	20-22 LAKESIDE,L.L.C.
63	33.02	18 LAKESIDE AVENUE	BENARI REALTY, LLC
63	36	10 LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	37	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	38	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	39	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	41	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
64	3.02	STANDISH AVENUE	BYRNE, WILLIAM T & PATRICIA A
64	22	38-40 ASHLAND AVENUE	GP 177 MAIN LLC% PRISM PROPERTY SER
64	25	32 ASHLAND AVENUE	CARROLL, DONALD J C/O AUTO EXCHANGE
64	27	28 ASHLAND AVENUE	CARROLL, DONALD J C/O AUTO EXCHANGE
64	28	24 ASHLAND AVENUE	GP 177 MAIN LLC % PRISM PROP SER
64	30	ASHLAND AVENUE	GP 177 MAIN LLC % PRISM PROP SER
64	31	20 ASHLAND AVENUE	PRISM GREEN URBAN % PRISM PROP SER
64	32	18 ASHLAND AVENUE	GP 177 MAIN LLC %PRISM PROP SER
64	33	12-16 ASHLAND AVENUE	GP 177 MAIN LLC%PRISM PROP SER
64	38	4 ASHLAND AVENUE	BYRNE 4 ASHLAND LLC
64	42.02	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
64	49	28 LAKESIDE AVENUE	BYRNE 28 LAKESIDE LLC
64	49.01	LAKESIDE AVENUE	BYRNE 28 LAKESIDE LLC
115	15	55 LAKESIDE AVENUE	GP 55 LAKESIDE LLC
115	16	25 LAKESIDE AVENUE	TOWNSHIP OF WEST ORANGE
115	16.01	ONE LAKESIDE AVENUE	ANTHONY DeMATTEO
115	51	LAKESIDE AVENUE	TOWNSHIP OF WEST ORANGE
116.02	12	28 BABCOCK PLACE	PRISM GREEN URBAN % PRISM PROP SER
116.02	1.01	217 MAIN STREET	MAPLE SVCI LLC

**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	Side	No. of Spaces	Location
14 Glennon Place	South	1	Beginning 219 feet west of the westerly curbline of Sayers Place extended, and extending 22 feet west.

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

CINDY MATUTE-BROWN, COUNCIL PRESIDENT

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

Introduced: August 17, 2021

Adopted: September 14, 2021

LEGISLATIVE HISTORY

This Ordinance is in response to a request from a handicapped resident who resides at 14 Glennon Place. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to this address. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. These stalls are still subject to other parking regulations and prohibitions on their streets.

ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, NEW JERSEY APPROVING AN APPLICATION FOR A LONG-TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH TOMPKINS STREET APARTMENTS URBAN RENEWAL LLC

WHEREAS, on February 9, 2021, the Township Council of the Township of West Orange, in the County of Essex, New Jersey (the “**Township Council**”) adopted Resolution 33-21 authorizing the execution of an Agreement of Sale for the property identified as Block 6, Lot 36.01 on the Township’s Tax Map (the “**Property**”) whereby the Township of West Orange (the “**Township**”) agreed to sell the Property to Tompkins Street Apartments, LLC (the “**Predecessor Entity**”) a predecessor to Tompkins Street Apartments Urban Renewal LLC (the “**Entity**”), a New Jersey limited liability company having its principal office at One Parker Plaza, Fort Lee, New Jersey 07024 for the development of a seventeen (17) unit low and moderate income housing development pursuant to N.J.S.A. 40A:12-21(l) of the Local Lands and Buildings Law; and

WHEREAS, on March 23, 2021, the Township Council adopted Resolution 51-21 authorizing the execution of a Redevelopment Agreement between: (i) the Township; (ii) the Alpert Group, LLC (the “**Alpert Group**”); and (iii) Predecessor Entity, an affiliate of the Alpert Group (the “**Redevelopment Agreement**”); and

WHEREAS, the Redevelopment Agreement governed the redevelopment of an area in need of redevelopment which included the properties identified as: (i) Block 9, Lot 36; (ii) Block 7, Lot 22; and (iii) Block 9, Lot 32 on the Township’s tax map (the “**Central Valley Redevelopment Area**”); and

WHEREAS, the Redevelopment Agreement contained terms which required the Alpert Group through the Entity to construct a seventeen (17) unit low and moderate income housing development on the Property; and

WHEREAS, Section 4.07(a) of the Redevelopment Agreement set forth the description of the required seventeen (17) unit low and moderate income housing development including: (i) three (3) one-bedroom units; (ii) ten (10) two-bedroom units; and (iii) four (4) three-bedroom units (the “**Affordable Housing Component**” or the “**Affordable Housing Project**”); and

WHEREAS, the Township has included the Affordable Housing Component in its Housing Element and Fair Share Housing Plan (the “**Affordable Housing Plan**”) approved by the Superior Court of New Jersey by entry of an Order of Judgment of Compliance and Repose dated March 17, 2021 (the “**Affordable Housing Judgment**”) entered in the Township’s declaratory judgment action captioned In the Matter of the Application of the Township of West Orange, Docket Number ESX-L-4697-15 (the “**Township’s Declaratory Judgment Action**”); and

WHEREAS, on May 4, 2021, the Township Council formally corrected Resolution 33-21 to correct the description of the Property; and

WHEREAS, consistent with Section 4.07(b) of the Redevelopment Agreement, an Affordable Housing Agreement has been prepared which outlines the Entity's obligations as to the marketing, selection of applications, rent and affordability of the Affordable Housing Component consistent with both the Redevelopment Agreement and the Township's Affordable Housing Plan; and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful Affordable Housing Project, the Entity submitted to the Mayor an application dated as of April 7, 2021 (the "**Application**"), which is on file with the Township Clerk, seeking a tax exemption in connection with the Project pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 *et seq.* (the "**Exemption Law**"), in exchange for which the Entity proposes to make payments to the Township in lieu of taxes; and

WHEREAS, the Entity also submitted to the Mayor a form of financial agreement referenced in the Application, establishing the rights, responsibilities and obligations of the Entity; and

WHEREAS, the Mayor submitted the Application and the financial agreement attached hereto as Exhibit A (the "**Financial Agreement**") to the Township Council with his recommendation for approval, a copy of which recommendation is on file with the Township Clerk; and

WHEREAS, the Township Council has determined that the Project represents an undertaking permitted by the Exemption Law,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY AS FOLLOWS:

Section 1. The Application for tax exemption and Financial Agreement are hereby approved.

Section 2. The Mayor is hereby authorized to execute the Financial Agreement substantially in the form as attached hereto as Exhibit A, subject to modification or revision as deemed necessary and appropriate after consultation with counsel.

Section 3. The Clerk of the Township is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Township upon such document.

Section 4. The Township Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Township in accordance with Section 12 of the Exemption Law.

Section 5. In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Essex County and to the Essex County Counsel for informational purposes.

Section 6. The Mayor and Township Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Township, in consultation with counsel, as is necessary to effectuate the terms of the Financial Agreement.

Section 7. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 8. This ordinance shall take effect in accordance with applicable law.

ROBERT D. PARISI, MAYOR

CINDY MATUTE-BROWN, COUNCIL PRESIDENT

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

Introduced: August 17, 2021

Adopted: September 14, 2021

EXHIBIT A

FORM OF FINANCIAL AGREEMENT

Exhibit “A”

**FINANCIAL AGREEMENT FOR
LONG TERM TAX EXEMPTION**

by and between

THE TOWNSHIP OF WEST ORANGE, NEW JERSEY

and

TOMPKINS STREET APARTMENTS URBAN RENEWAL LLC

THIS FINANCIAL AGREEMENT is made this ____ day of August, 2021 (hereinafter this “Agreement” or “Financial Agreement”), between **TOMPKINS STREET APARTMENTS URBAN RENEWAL LLC**, (hereinafter referred to as the “Entity”) a New Jersey limited liability company having its principal office at One Parker Plaza, Fort Lee, New Jersey 07024; and **THE TOWNSHIP OF WEST ORANGE**, a public body corporate and politic of the State of New Jersey with an address at 66 Main Street, West Orange, New Jersey 07052 (the “Township”; and together with the Entity, the “Parties” or “Party”).

WITNESSETH:

WHEREAS, on February 9, 2021, the Township Council adopted Resolution 33-21 authorizing the execution of an Agreement of Sale for the property identified as Block 6, Lot 36.01 on the Township’s Tax Map (the “Property”) whereby the Township agreed to sell the Property to Tompkins Street Apartments, LLC a predecessor to the Entity (the “Predecessor Entity”) for the development of a seventeen (17) unit low and moderate income housing development pursuant to N.J.S.A. 40A:12-21(l) of the Local Lands and Buildings Law; and

WHEREAS, on March 23, 2021, the Township Council adopted Resolution 51-21 authorizing the execution of a Redevelopment Agreement between: (i) the Township; (ii) the Alpert Group, LLC (the “Alpert Group”); and (iii) Predecessor Entity, an affiliate of the Alpert Group (the “Redevelopment Agreement”); and

WHEREAS, the Redevelopment Agreement governed the redevelopment of an area in need of redevelopment which included the properties identified as: (i) Block 9, Lot 36; (ii) Block 7, Lot 22; and (iii) Block 9, Lot 32 on the Township’s tax map (the “Central Valley Redevelopment Area”); and

WHEREAS, the Redevelopment Agreement contained terms which required the Alpert Group through the Entity to construct a seventeen (17) unit low and moderate income housing development on the property identified as Block 6, Lot 36.01 on the Township’s Tax Map (the “Property”), including the following sections of the Redevelopment Agreement: (i) Section 4.01(a); (ii) Section 4.07; (iii) Section 4.08(b); and (iv) Section 4.10(b); and

WHEREAS, Section 4.07(a) of the Redevelopment Agreement set forth the description of the required seventeen (17) unit low and moderate income housing development including: (i) three (3) one-bedroom units; (ii) ten (10) two-bedroom units; and (iii) four (4) three-bedroom units (the “Affordable Housing Component” or the “Affordable Housing Project”); and

WHEREAS, the Township has included the Affordable Housing Component in its Housing Element and Fair Share Housing Plan (the “Affordable Housing Plan”) approved by the Superior Court of New Jersey by entry of an Order of Judgment of Compliance and Repose dated March 17, 2021 (the “Affordable Housing Judgment”) entered in the Township’s declaratory judgment action captioned In the Matter of the Application of the Township of West Orange, Docket Number ESX-L-4697-15 (the “Township’s Declaratory Judgment Action”); and

WHEREAS, on May 4, 2021, the Township Council formally corrected Resolution 33-21 to correct the description of the Property; and

WHEREAS, consistent with Section 4.07(b) of the Redevelopment Agreement, an Affordable Housing Agreement has been prepared which outlines the Entity's obligations as to the marketing, selection of applications, rent and affordability of the Affordable Housing Component consistent with both the Redevelopment Agreement and the Township's Affordable Housing Plan; and

WHEREAS, in order to ensure the financial feasibility of the Affordable Housing Project, the Entity has requested from the Township a long-term tax exemption and financial agreement pursuant to the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., (the "Exemption Law") and provided to the Township a Long Term Tax Abatement Application (the "Application"), copy of which is annexed hereto as **Exhibit A**, including: (i) the detailed representations and covenants as to the manner in which it proposes to use, manage or operate the Affordable Housing Project; and (ii) projections, pro formas, and/or budgets; and

WHEREAS, the Township has determined that the assistance provided to the Affordable Housing Project pursuant to this Agreement will be a significant inducement for the Entity to proceed with the Affordable Housing Project and the Affordable Housing Project would not be feasible without such assistance as set forth in detail in Section 2.1 below; and

WHEREAS by Ordinance _____ (the "Ordinance") adopted by the Township Council on _____, 2021, a copy of which is annexed hereto as **Exhibit B**, the Council approved the execution of this Financial Agreement; and

WHEREAS, pursuant to this Financial Agreement, the Township and the Entity desire to set forth in detail their mutual rights and obligations with respect to the Long-Term Tax Exemption,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I- GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Exemption Law, the Ordinance, and all other Applicable Laws, as defined below. It is expressly understood and agreed that the Township expressly relies upon the facts, data, and representations provided by the Entity to the Township contained within the Application (which is attached hereto) in granting this tax exemption. The recitals and Exhibits to this Agreement are hereby incorporated by reference herein as if set forth at length.

Section 1.2 General Definitions and Construction

The recitals and Exhibits to this Agreement are hereby incorporated by reference herein as

if set forth at length. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms and phrases shall have the following respective meanings:

- i. **Administrative Fee** – Shall have the meaning specified in Section 4.8 hereof.
- ii. **Affordable Housing Project** - Shall have the meaning specified in the recitals of this Financial Agreement.
- iii. **Agreement or Financial Agreement** – Shall have the meaning specified in the preamble hereof.
- iv. **Allowable Net Profit (also referred to as “ANP”)** – The amount arrived at by applying the Allowable Profit Rate pursuant to the Exemption Law.
- v. **Allowable Profit Rate (also referred to as the “APR”)** - The greater of twelve (12%) percent or the percentage per annum arrived at by adding one and one-quarter (1.25%) percent to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing for the Affordable Housing Project. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing or if the financing is internal or undertaken by a related party, the APR shall be the greater of twelve (12%) percent or the percentage per annum arrived at by adding one and one-quarter (1.25%) percent to the prevailing per annum interest rate on mortgage financing on comparable residential rental projects within Essex County.
- vi. **Annual Gross Revenue (also referred to as the “AGR”)** – Annual gross revenue of the Entity, which shall include but not be limited to all rents and other receipts paid to the Entity, from whatever source derived. AGR shall specifically exclude: insurance claim payments, tax refunds, Interest Income and Commerical Leasehold Improvement Income. The Entity has considered whether there are any insurance, operating, and maintenance expenses to be paid by a tenant of the Affordable Housing Project which are ordinarily paid by a landlord and has concluded that there are none contemplated at this time. Any gain realized by the Entity on the sale of the Affordable Housing Project or any portion thereof, whether or not taxable under federal or State law, shall not be included in computing AGR.
- vii. **Annual Service Charge (also referred to as the “ASC”)** – The total annual amount that the Entity has agreed to pay the Township for municipal services supplied to the Affordable Housing Project, which sum is in lieu of any taxes on the Improvements pursuant to the Exemption Law. The Annual Service Charge shall be calculated pursuant to Article IV hereof.
- viii. **Annual Audited Statement** - Shall mean a complete financial statement outlining

the financial status of the Affordable Housing Project, which shall also include a computation of Net Profit, Allowable Net Profit, and Annual Gross Revenue, prepared annually by the Entity's certified public accountant. The contents of each Annual Audited Statement shall be prepared in conformity with Generally Accepted Accounting Principles, the Exemption Law, and this Financial Agreement.

- ix. **Applicable Law**: Shall mean any and all federal, state and local laws, rules, regulations, rulings, court orders, statutes and ordinances applicable to the Affordable Housing Project, the Redevelopment Area and the Long-Term Tax Exemption.
- x. **Application** – Shall have the meaning specified in the recitals of this Financial Agreement.
- xi. **ASC Commencement Date** – The date that a Certificate of Occupancy has been issued with respect to the Affordable Housing Project.
- xii. **Certificate of Occupancy** - A temporary or permanent certificate of occupancy issued by the appropriate Township official, pursuant to N.J.S.A. 52:27D-133, authorizing the occupancy of a building or any portion thereof.
- xiii. **Commercial Leasehold Improvements** – Shall mean customized modifications made by the Entity to a leased space for the benefit of a commercial tenant. Alterations to the exterior and/or common spaces of the building, or modifications that benefit other tenants in the building shall not be considered Commercial Leasehold Improvements.
- xiv. **Commercial Leasehold Improvement Income** – Shall mean the repayment for Commercial Leasehold Improvements. Rental concessions negotiated between a commercial tenant and the Entity shall not be considered Commercial Leasehold Improvement Income and the AGR shall not be reduced by such concessions.
- xv. **Council** - Shall have the meaning specified in the recitals of this Financial Agreement.
- xvi. **Days** - Whenever the word “Days” is used to denote time, it shall mean calendar days.
- xvii. **Debt Service** – The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the Affordable Housing Project for the Exemption Term.
- xviii. **Default** - A breach or failure of the Township or the Entity to perform any

obligation imposed by the terms of this Financial Agreement, or under the Exemption Law, beyond any applicable grace or cure periods set forth in this Financial Agreement.

- xix. **Effective Date** – The date that this Agreement has been executed by both Parties.
- xx. **Entity** – Shall mean the entity specified in the preamble of this Financial Agreement, a qualified urban renewal entity under the Exemption Law. Unless the context provides otherwise, it shall also include any Transferee, which shall also be qualified as an urban renewal entity under the Exemption Law as set forth in Section 8.1 hereof.
- xxi. **Excess Net Profits** - The amount of Net Profits that exceeds the Allowable Net Profits (ANP) for the applicable accounting period as determined in accordance with the Exemption Law.
- xxii. **Exemption Law** - Shall have the meaning specified in the recitals of this Financial Agreement.
- xxiii. **Exemption Term** – The period beginning on the ASC Commencement Date and ending on the Termination Date.
- xxiv. **Existing Improvements** – Shall have the meaning specified in Section 4.9 of this Financial Agreement.
- xxv. **Existing Member** - Shall mean the Persons owning membership interests in the Entity as of the date of this Agreement, as set forth in Exhibit B annexed hereto.
- xxvi. **Improvements** - Shall mean any building, structure or fixture permanently affixed to the Property to be constructed and exempt under this Agreement.
- xxvii. **Interest Income** – Shall mean income earned on an intercompany loan between the Existing Members and the Entity, to the extent such income is earned in connection with a loan related to the ownership, operation and management of the Affordable Housing Project.
- xxviii. **Land** - The land, but not the Improvements, identified on the official tax map of the Township of West Orange as Block 6, Lot 36.01 identified in the Township tax records, and more particularly described by the metes and bounds description set forth within **Exhibit C** of this Agreement.
- xxix. **Land Taxes** – Shall mean the amount of real estate taxes assessed on the value of Land.
- xxx. **Long-Term Tax Exemption** – The long-term tax exemption granted in accordance with the Exemption Law pursuant to this Financial Agreement.

- xxxi. **Minimum Annual Service Charge** – Shall have the meaning specified in the Section 4.3 of this Financial Agreement.
- xxxii. **Net Profit** - Annual Gross Revenue (AGR) less all operating and non-operating expenses and costs of the Entity, all determined in accordance with Generally Accepted Accounting Principles and the provisions of the Exemption Law.
- xxxiii. **Ordinance** – Shall have the meaning specified in the recitals of this Financial Agreement.
- xxxiv. **Otherwise Applicable Taxes** – The amount of total taxes which would be levied against the Property under a traditional tax assessment of the Property.
- xxxv. **Party or Parties** – Shall have the meaning specified in the preamble of this Financial Agreement.
- xxxvi. **Payment Default** – Shall have the meaning specified in the Section 5.3 of this Financial Agreement.
- xxxvii. **Property** – Shall have the meaning specified in the recitals of this Financial Agreement.
- xxxviii. **Redevelopment Area** – Shall have the meaning specified in the recitals of this Financial Agreement.
- xxxix. **Redevelopment Agreement** - Shall have the meaning specified in the recitals of this Financial Agreement.
- xl. **Rental Units** – A unit of space within the Affordable Housing Project designed to be used as a residence or commercial space and made available for rent to the public.
- xli. **Secured Party or Secured Parties** – Shall have the meaning defined in Section 8.3(a) of this Financial Agreement.
- xlii. **Security Arrangements** – Shall have the meaning defined in Section 8.3(a) of this Financial Agreement.
- xliii. **Termination Date** – The earlier to occur of (i) the thirtieth (30th) anniversary date of the ASC Commencement Date; or (ii) such other date as this Financial Agreement may terminate pursuant to the terms hereof or pursuant to Applicable Law.
- xliv. **Total Project Cost (also referred to as “TPC”)** - The total cost of developing the Affordable Housing Project, as calculated in accordance with Section 3(h) of the

Exemption Law.

- xliv. **Township** – Shall have the meaning specified in the preamble of this Financial Agreement.
- xlvi. **Transfer** – Shall have the meaning specified in Section 8.1 of this Financial Agreement.
- xlvii. **Transferee** – Shall have the meaning specified in Section 8.1 of this Financial Agreement.

ARTICLE II - PROJECT AND PROPERTY

Section 2.1. Township's Findings

(a) Benefits of Project v. Costs.

i. The development and construction of the Affordable Housing Project as set forth in the Redevelopment Agreement and the Affordable Housing Agreement will be beneficial to the overall community; will assist in the Township's compliance with the Affordable Housing Plan as required by the Affordable Housing Judgment entered in the Township's Declaratory Judgment Action; will help revitalize the Property; will improve the quality of life for the community; will serve as a catalyst for further private investment in areas surrounding the Property and will enhance the economic development of the Township.

ii. It is anticipated that the development of the Affordable Housing Project will create approximately 237 construction jobs over the duration of the construction of the Affordable Housing Project, as well as one full-time permanent job in connection with the Affordable Housing Project.

iii. The Property has never generated real estate taxes as it has never been subject to tax assessments. Thus, pursuant to this Financial Agreement, the Affordable Housing Project is projected to generate revenue for the Township in excess of the municipal revenue ever generated for the Property. The Township has determined that the benefits to the Township accruing as a result of the Affordable Housing Project, including the revitalization of the Redevelopment Area, and the generation of low and moderate housing units, will substantially outweigh any costs to the Township resulting from the Long-Term Tax Exemption granted herein.

B. Importance of Long-Term Tax Exemption.

The Township's approval of the Long-Term Tax Exemption set forth herein is essential to the success of this Project because:

i. The relative stability and predictability of the Annual Service Charge associated with the Affordable Housing Project will make it more attractive to financial institutions whose participation is necessary in order to finance the Affordable Housing Project.

ii. The relative stability and predictability of the Annual Service Charge will allow the Entity to provide a high level of maintenance for the Property and will have a positive impact on the surrounding area and community.

Section 2.2 Approval of Agreement

The Township hereby approves a Long-Term Tax Exemption for the Affordable Housing Project, which is to be constructed and maintained on the Property in accordance with the terms and conditions set forth herein, the provisions of the Exemption Law, and other Applicable Law.

Section 2.3 Approval of the Entity

The Township hereby approves of the Entity in reliance upon the Entity's representation that its Certificate of Formation contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with N.J.S.A. 40A:20-5.

Section 2.4 Development of the Property and Implementation of the Affordable Housing Component

The Entity represents that it will develop and construct the Affordable Housing Project in accordance with the terms of the Redevelopment Agreement and that it will implement the Affordable Housing Component consistent with the Affordable Housing Agreement.

Section 2.5 Entity's Relationship to Property

The Entity is the contract purchase of the Property as of the effective date of this Agreement following execution of the Agreement of Sale consistent with Resolution 33-21 adopted on February 9, 2021 and corrected on May 4, 2021.

ARTICLE III – OWNERSHIP, MANAGEMENT AND CONTROL

Section 3.1 Entity's Representations, Warranties and Covenants

(a) The Entity represents that it shall remain the fee title owner of the Property throughout the development and construction of same, subject to its right of Transfer in accordance with Section 8.1 hereof and the terms of the Redevelopment Agreement.

(b) To the extent not otherwise set forth herein, those items required by N.J.S.A. 40A:20-9 to be included in this Financial Agreement are set forth in the Application attached hereto as Exhibit A, which is incorporated herein as if set forth at length, and the Entity represents and warranties as to the accuracy of the contents thereof.

ARTICLE IV- TAX EXEMPTION

Section 4.1 Duration of Tax Exemption

The Improvements proposed for development and construction within the Affordable Housing Project shall be exempt from taxation during the Exemption Term.

Section 4.2 Calculation of Annual Service Charge

In consideration of the Township granting the Entity the exemption set forth in Section 4.1 of this Financial Agreement, during the Exemption Term, the Entity shall pay to the Township for municipal services supplied to the Affordable Housing Project, as provided in the Exemption Law, an Annual Service Charge which shall be equal to the greater of 6.28% of AGR or the Minimum Annual Service Charge pursuant to Section 4.3 of this Agreement.

Section 4.3 Minimum Annual Service Charge

Notwithstanding anything to the contrary in this Financial Agreement, including, without limitation, Section 4.2 hereof, the Annual Service Charge for the Affordable Housing Project shall not be less than the Minimum Annual Service Charge. During the Term, the Minimum Annual Service Charge shall be as follows:

- | | | |
|-------|----------------------|---------------------------------------|
| (i) | Years 1 through 15: | No Minimum Annual Service Charge; |
| (ii) | Years 16 through 21: | 20% of the Otherwise Applicable Taxes |
| (iii) | Years 22 through 27: | 40% of the Otherwise Applicable Taxes |
| (iv) | Years 28 through 29: | 60% of the Otherwise Applicable Taxes |
| (v) | Year 30: | 80% of the Otherwise Applicable Taxes |

Section 4.4 Land Tax Exemption and Duration.

The Property shall be exempt from Land Taxes from the Annual Service Charge Start Date through the expiration or Termination date in accordance with N.J.S.A. 40A:20-12; provided however, that if such exemption of Land Taxes is invalidated by a court of competent jurisdiction, then this Agreement shall remain in full force and effect and shall be reformed to provide that:

- (a) Land Taxes are assessed on the Property; and
- (b) the Entity, or its Transferee, shall be entitled to a credit against the Annual Service Charge for the amount, without interest, of the Land Tax payments timely made in the last four (4) preceding quarterly installments. Subject to the foregoing, the Entity is obligated to make timely Land Tax Payments in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. In any year that the Entity fails to make any Land Tax Payments if and when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credits against the Annual Service Charge for that year. No credit will be applied against the Annual Service Charge for partial payments of Land Taxes. In addition, the Township shall have, among this remedy and other remedies, the right to proceed against the Property pursuant to

the In Rem Tax Foreclosure Act, and/or to declare a Default.

Section 4.5 Quarterly Installments

The Annual Service Charge or the Minimum Annual Service Charge, as the case may be, shall be paid in quarterly installments on those dates when ad valorem real estate tax payments on other properties within the Township are due, subject to adjustment for over payment or underpayment within thirty (30) days after the close of each calendar year.

Section 4.6 Rights and Obligations Related to Long Term Tax Exemption

(a) All Annual Service Charge or Minimum Annual Service Charge payments, as the case may be, made pursuant to this Financial Agreement shall be in lieu of taxes and the Township shall have the rights and remedies of tax enforcement granted to a municipality by Applicable Law, including those of in rem tax foreclosure pursuant to N.J.S.A. 54:5-1, just as if said payments constituted regular real property tax obligations on other real properties within the Township.

(b) If the ASC Commencement Date occurs on a date other than the last day of a quarter, the amount of the ASC for such period shall be based on the per diem assessment for such quarter.

Section 4.7 Remittance to County

The Township shall remit to the County of Essex five percent (5%) of the Annual Service Charge received each year from the Entity, pursuant to N.J.S.A. 40A:20-12(b)(2)(e).

Section 4.8 Administrative Fee

The Entity shall also pay to the Township no later than December 31 of each year an administrative fee (the "Administrative Fee") in an amount equal to two percent of the Annual Service Charge due for that year, which is permitted by N.J.S.A. 40A:20-9. The amount of the Administrative Fee will be set forth in the annual invoice issued by the Township based upon the estimated ASC for that year, and will be subject to adjustment for under or over payment in the same manner as the ASC upon receipt of the audited financial statement for the applicable year.

Section 4.9 Payments During Construction

The parties agree that conventional property taxes are due from time to time in accordance with Applicable Law prior to the ASC Commencement Date. During construction, the Entity shall pay Land Taxes and conventional taxes on the existing improvements on the Property (the "Existing Improvements").

Section 4.10 Assessment Issues.

Notwithstanding anything else contained herein, the Entity reserves all rights pursuant to Applicable Law with respect to the Township's determination of the value of the Property and Improvements, including the right to challenge the annual assessments of the value of the Property

and Improvements through an appropriate proceeding.

ARTICLE V- DISPUTE RESOLUTION

Section 5.1 Agreement to Arbitrate

If the Township or the Entity breaches this Financial Agreement, or a dispute arises between the Parties regarding the terms and provisions set forth herein, then the Parties shall submit the dispute to an arbitrator selected by mutual agreement by the Parties and located in the State of New Jersey, to be resolved in accordance with its rules and regulations in such fashion as to accomplish the purposes of the Exemption Law and this Financial Agreement. The costs of arbitration shall be borne equally by the Parties involved in the arbitration. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction. Notwithstanding anything to the contrary set forth in this Agreement, and in accordance with Section 4.6(a), above, the Township shall be entitled to collect any overdue payments of Annual Service Charge in the same manner as it collects overdue payments of generally applicable real estate taxes and shall not be required to submit such matters to arbitration.

Section 5.2 Covenant to Make Payments

The Entity agrees that the timely payment of the Administrative Fee, the Annual Service Charge (or the Minimum Annual Service Charge, as the case may be) and if applicable, Land Taxes, to the Township, as well as continued compliance with the Applicable Laws, are material conditions of this Financial Agreement. The failure to make any of the aforesaid payments in timely fashion shall constitute both a breach of this Financial Agreement and a tax payment delinquency under Applicable Law.

Section 5.3 Notification of Breach Required

Other than with respect to the nonpayment or late payment of all or a portion of the Administrative Fee, Annual Service Charge (or Minimum Annual Service Charge, as the case may be) and if applicable, Land Taxes (any of the foregoing a “Payment Default”), the Township shall notify the Entity in writing of any breach relating to the terms of this Financial Agreement. If the Entity fails to cure a Payment Default within thirty (30) days of its occurrence, or a breach identified within thirty (30) Days after the actual delivery of such notice by the Township, or within any additional periods to which the Parties may agree to, in writing, the Township may move to invalidate the Long Term Tax Exemption upon thirty (30) Days final written notice to the Entity, which shall inform the Entity that the Long Term Tax Exemption shall terminate due to the breach of the terms of this Financial Agreement. With respect to defaults other than Payment Defaults, the Township shall not unreasonably refuse to grant a reasonable extension of the cure period, not to exceed ninety (90) days after the Notice unless the Township in its sole discretion shall agree to a longer cure period.

Section 5.4 Township's Remedies Upon Default

The Township's remedies upon its declaration of default shall be cumulative and concurrent. No determination under this Financial Agreement shall deprive the Township of its right to proceed against the Entity for the nonpayment of all or a portion of the applicable Land Taxes, Administrative Fee, Annual Service Charge, or Minimum Annual Service Charge, as the case may be, including any arrearage that would accrue in the absence of such determination.

Section 5.5 Force Majeure

Neither Party shall be liable to the other for failure to perform its obligations under this Agreement due to causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials. Notwithstanding the foregoing, the payment of the Administrative Fee, Land Taxes, Annual Service Charge and Minimum Annual Service Charge are Material Conditions of this Agreement which shall not be excused by the occurrence of a Force Majeure event.

ARTICLE VI- LIMITATION ON PROFITS

Section 6.1 Entity's Covenant of Limitation on Profits

During the Exemption Term, the Entity's profits shall be limited, according to the provisions of the Exemption Law and the definitions set forth therein. In accordance with Section 15 of the Exemption Law, for any period, taken as one accounting period, commencing on the ASC Commencement Date, and terminating at the end of the last full fiscal year of the Exemption Term, in which the Entity's Net Profits exceed the Allowable Net Profit, the Excess Net Profits shall be paid to the Township as an additional Annual Service Charge within One Hundred Twenty (120) Days of the close of the Entity's fiscal year.

ARTICLE VII- TERMINATION OF AGREEMENT AND INSPECTIONS

Section 7.1 Voluntary Termination of the Financial Agreement by Entity

Pursuant to the Exemption Law, the Entity or any Transferee may at any time after the expiration of one (1) year from the ASC Commencement Date, notify the Township that, as of a certain date designated in the notice, it relinquishes its status as an urban renewal entity under the Exemption Law and that the Entity, or Transferee, has obtained the consent of the Commissioner of the Department of Community Affairs, if required by Applicable Law. As of that date, all of the obligations and requirements contained in this Financial Agreement shall terminate.

Notwithstanding the foregoing, such relinquishment shall not impact the obligation of the Entity or the Transferee, as applicable, to make payment of any Administrative Fee, Land Taxes, Annual Service Charge, or Minimum Annual Service Charge that has accrued up to and including the date of Termination, or the obligation of the Entity or the Transferee, as applicable, to perform the final accounting required by the Exemption Law and Section 7.2 below.

Section 7.2 Termination and Final Accounting

Within Ninety (90) Days after the Termination Date, whether by affirmative action of the Entity or by virtue of the provisions of the Applicable Law or pursuant to the terms of this Financial Agreement, the Entity shall provide a final accounting and pay to the Township the reserve, if any, pursuant to N.J.S.A. 40A:20-15, as well as any Excess Net Profits, if any payable as of that date. For purposes of rendering a final accounting, the termination of the Financial Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 7.3 Taxes After Termination Date

After the Termination Date, the Long-Term Tax Exemption shall expire, and the Property and the Improvements constructed thereupon shall thereafter be assessed and conventionally taxed according to Applicable Law as other real property in the Township.

Section 7.4 Rights of Inspection

Pursuant to a written request, the Entity shall authorize the Township or its representatives to examine the Entity's contracts, records and documents, related to the Affordable Housing Project. Such examination shall be made during reasonable business hours, in the presence of a member or agent of the Entity. The Parties agree that ten (10) days written notice shall constitute a reasonable request for inspection. Notwithstanding the foregoing, the Entity may request an extension of time for such examination, up to ten (10) Days. Except to the extent required by Applicable Law, all information and documentation provided hereunder shall remain confidential and not subject to public disclosure.

ARTICLE VIII- SALE OR LEASE OF PROJECT

Section 8.1 Conveyance of Project

As permitted in N.J.S.A. 40A:20-10, it is understood and agreed that the Township, upon written application by the Entity, may consent to a sale of the Affordable Housing Project to another urban renewal entity, qualified and organized under the Exemption Law (hereinafter referred to as a "Transferee"), provided that: (a) in the event that the Affordable Housing Project shall not have been completed, the Transferee shall have demonstrated to the reasonable satisfaction of the Township that such Transferee possesses the experience and capitalization to complete the Affordable Housing Project; (b) such Transferee owns no other project subject to the Exemption Law at the time of the transfer, (c) the Entity is not then in Default of this Agreement or Applicable Law, and (d) the Transferee assumes the Entity's obligations under this Financial Agreement, and further provided however that any such Transfer shall comply with the provisions

of Article 3 of the Redevelopment Agreement, to the extent that such provisions apply at the time of Transfer. Upon a Transferee's assumption of the Entity's obligations under this Financial Agreement, the Long-Term Tax Exemption shall continue to the benefit of the Transferee and any of its Transferees.

A Transfer under this Section 8.1 shall not include the leasing of any Rental Units to any third-party end user.

Section 8.2 Obligations of Entity and Transferee After Conveyance

If the Entity Transfers the Affordable Housing Project to a Transferee pursuant to Section 8.1 hereof, then the Entity shall be absolutely discharged from any further obligations regarding the Affordable Housing Project and shall be qualified to undertake another project pursuant to the Exemption Law. Within ninety (90) Days after the date of a Transfer, the Entity shall pay to the Township any Excess Net Profits payable to the Township pursuant to this Financial Agreement and the Exemption Law.

Section 8.3 Collateral Assignment

It is expressly understood and agreed that the Entity has the right, to the extent permitted by the Exemption Law and the Redevelopment Agreement, to encumber and/or assign the fee title to the Property and/or Improvements for purposes of (i) financing the design, development and construction of the Affordable Housing Project and (ii) permanent mortgage financing.

(a) The Township acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development and construction of the Affordable Housing Project. The Township agrees that the Entity and or its affiliates may, subject to compliance with Article 7 of the Redevelopment Agreement (if still in effect), and the Exemption Law, assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Affordable Housing Project to one or more secured parties or any agents therefore (each, a "**Secured Party**" and collectively, the "**Secured Parties**") as security for obligations of the Entity, and/or its affiliates, incurred in connection with such secured financing (collectively, the "**Security Arrangements**"). The Entity shall give the Township written notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such Notice waives any requirement of the Township hereunder to provide any notice of Default or notice of intent to enforce its remedies under this Agreement.

(b) If the Entity shall Default in any of its obligations hereunder, the Township shall give written notice of such Default to the Secured Parties and the Township agrees that, in the event such Default is not waived by the Township or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Township will provide the Secured Parties not less than fifteen (15) days from the date of such written notice to the Secured Parties with regard to a Payment Default by the Entity, and ninety (90) days from the date the Entity was required to cure any other Default.

(c) To the extent permitted by the Exemption Law, and subject to compliance with Article 3 and Article 7 of the Redevelopment Agreement (if still in effect), in the absence of a Default by the Entity, the Township agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the Township's right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.

ARTICLE IX- ENTITY'S COVENANTS AND REPRESENTATIONS

Section 9.1 Management and Operation

Subject to its right to Transfer pursuant to Section 8.1 of this Financial Agreement, the Entity represents and covenants that it will own and operate the Affordable Housing Project.

Section 9.2 Computation of Gross Revenue

The Entity shall calculate the Annual Gross Revenue in accordance with the Exemption Law and this Financial Agreement and the computation of Annual Gross Revenue shall be shown on the Entity's Annual Audit Statement.

Section 9.3 Annual Audit Report

For so long as the Entity owns the Affordable Housing Project and within ninety (90) Days after the close of each fiscal or calendar year (depending on the Entity's accounting basis) that this Financial Agreement shall continue in effect, the Entity shall submit to the Mayor of the Township, the Township Council and the New Jersey Division of Local Government Services within the New Jersey Department of Community Affairs, its Annual Audited Statement for the preceding fiscal or calendar year in accordance with the Exemption Law. The report shall clearly identify and calculate the Net Profit for the Entity during the previous fiscal year. The Entity assumes all costs associated with preparation of the Annual Audited Statements. Except to the extent required by Applicable Law, all financial information provided hereunder shall remain confidential and not subject to public disclosure.

Section 9.4 Total Project Cost Audit

Within ninety (90) days after a final Certificate of Occupancy is issued for the Affordable Housing Project, the Entity shall submit to the Mayor and Council, an audit of Total Project Cost, certified as to actual construction costs by the Entity's architect.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 10.1 Governing Law

This Financial Agreement shall be governed by the provisions of Applicable Law including but not limited to the Exemption Law.

Section 10.2 Oral Representation

Neither Party hereto has made any oral representation that is not contained in this Financial Agreement. This Financial Agreement and the Projections, including all of the Exhibits attached and annexed thereto, constitute the entire Financial Agreement by and between the Parties.

Section 10.3 Modification

There shall be no modification of this Financial Agreement except by virtue of a written instrument executed by and between both Parties.

Section 10.4 Notices

All notices required hereunder shall be sent by certified mail, return receipt requested, or by recognized overnight courier, with proof of delivery, or by facsimile transmission or an email transmission (with a hard copy and a transmission confirmation sent by a recognized overnight national carrier service for next business day delivery) addressed as follows:

a) When sent by the Township to the Entity:

Joseph Alpert
c/o The Alpert Group, LLC
1 Parker Plaza
Fort Lee, New Jersey 07024
jalpert884@aol.com

With a copy to:

William C. Sullivan, Jr., Esq.
Scarinci Hollenbeck
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, NJ 07071
wsullivan@sh-law.com

b) When sent by the Entity to the Township:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
ATTN: Mayor Robert D. Parisi

With a copy to:

Richard D. Trenk, Esq., Township Attorney
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue
Building 3, Suite 2350
Livingston, New Jersey 07039

And to:

Karen J. Carnevale
Office of the Township Clerk
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

In addition, if the Entity delivers formal written notice to the Township in accordance with this Agreement, of the name and address of Entity's mortgagee, then the Township shall provide such mortgagee with a copy of any notice required to be sent to the Entity. Any notice given by an attorney for a party shall be effective for all purposes.

Section 10.5 Severability

If any term, covenant or condition of this Financial Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Financial Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Financial Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Financial Agreement in a manner contemplated by the Parties, including, but not limited to the authorization and amendment of this Financial Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 10.6 Good Faith

The Entity and the Township agree to act in good faith in all of their dealings with each other.

Section 10.7 Certification

The Township Clerk shall certify to the Township Tax Assessor, pursuant to the Exemption Law, that this Financial Agreement entered into by the Township and the Entity has been entered into and is in effect pursuant to the Exemption Law. The delivery by the Township Clerk to the

Township Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the Township Tax Assessor shall implement the Long-Term Tax Exemption and continue to enforce the Long Term Tax Exemption without further certification by the Township Clerk until the Termination Date. Further, within ten (10) days of the execution of this Financial Agreement, the Township Clerk shall provide a copy of the Financial Agreement and the Ordinance authorizing the same to the Essex County Counsel and the Essex County Chief Financial Officer for informational purposes in accordance with P.L. 2015, c. 247, Section 1, as codified in N.J.S.A. 40A:20-12

Section 10.8 Exhibits

This Financial Agreement in its proposed form appears as an attachment to the Application at **Exhibit A**. This Financial Agreement along with each Exhibit attached and annexed hereto is incorporated into the Application.

Section 10.9 Recording

This Agreement, or a memorandum of this Agreement, may be filed and recorded with the Essex County Clerk by the Entity, and same may be discharged by the Entity or the Township upon the Termination Date.

Section 10.10 Counterparts

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee or other party having an interest in the Affordable Housing Project, the Township shall issue a signed estoppel certificate in reasonable form stating that (i) this Financial Agreement is in full force and effect, (ii) to the best of the Township's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and/or the giving of notice would result in the occurrence of a default) or stating the nature of any default, and (iii) stating any such other reasonable information as may be requested.

[Signature Page Follows]

TOWNSHIP OF WEST ORANGE

Dated: _____

By: _____
Robert D. Parisi, Mayor

APPROVED AS TO FORM AND LEGALITY

Richard D. Trenk, Esq., Municipal Attorney

ATTEST:

Karen J. Carnevale, RMC
Municipal Clerk

Exhibit “A”

EXHIBIT A – TO FINANCIAL AGREEMENT
LONG TERM TAX ABATEMENT APPLICATION

Township of West Orange

66 Main St

West Orange, NJ 07052

Long Term Tax Abatement Application

8-10, 18 Central Avenue

Submitted by:

18 Central Avenue Urban Renewal LLC

c/o The Alpert Group

One Parker Plaza

Fort Lee, NJ 07024

II. Developer Identification:

A. Name of Developer Company:

18 Central Avenue Urban Renewal LLC

B. Address:

c/o The Alpert Group
One Parker Plaza
Fort Lee, NJ 07024

C. Contact Numbers:

1. Phone: 201-886-7800
2. Fax: 201-886-7806
3. Email: Joe@TheAlpertGroup.com

D. Federal Tax Identification Number:

86-3092363

E. Disclosure of Ownership:

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Developer has as one or more of its owners a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner is disclosed.

Please provide the necessary information utilizing the form provided as Exhibit 1 of this application.

F. Certificate of Incorporation:

Please provide a copy of the approved certificate of incorporation of the entity applying for the abatement. Also include a copy of the certificate of approval of the urban renewal entity issued by the NJ Department of Community Affairs. Attach these documents as Exhibit 2.

G. Authorization to Submit Application:

Please provide a certified copy, with company seal, of the company resolution authorizing submission of the application in the form provided as Exhibit 3 of this application.

III. Project Description:

A. Ownership Structure:

☒ Conventional (Fee Simple) ☐ Condominium

B. Project Type (Please check all that apply):

☒ Residential ☐ Retail ☐ Office ☐ Manufacturing ☐ Warehousing

☐ Other (Specify) _____

C. Marketing Expectation:

☐ For Sale ☒ For Lease

D. Project Location:

1. Provide all of the street addresses by which the project site is currently known:

Address #1: 8-10, 18 Central Avenue

Use additional sheets if necessary

2. Provide all tax lots that comprise the project site:

Block 9 Lots: 32 + 36

Block 7 Lot 22

Use additional sheets if necessary

3. Metes and Bounds Description:

Please attach the metes and bounds description of the project site as Exhibit 4 of this application.

4. Survey:

Please attach survey of the project site as Exhibit 5 of this application. If a survey has not yet been completed, a plotting on the official tax map may be provided at this time. A certified survey will be required prior to execution of any financial agreement.

E. Narrative Description of Project:

Provide a narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Include maps, renderings and other graphic materials if available. Attach this description as Exhibit 6 of this application.

F. Current Conditions:

Provide a brief description of any improvements as may be in place currently on the project site and indicate which if any are expected to be reused as part of the project. Attach this description as Exhibit 7 of this application.

G. Site Plan Approval:

Provide a copy of the resolution of the Planning Board providing final site plan approval for the project. Attach the resolution as Exhibit 8 of this application

H. Estimated Project Cost:

Provide a detailed estimate of the projected cost of the project. Attach this estimate as Exhibit 9 of this application.

I. Project Financing Plan:

1. Provide a detailed explanation of the expected method by which the project will be financing, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital. Attach this explanation as Exhibit 10 of this application.

2. Private Financing Commitments: Provide certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project. Attach these letters as Exhibit 11 of this application.

J. Project Schedule:

Attach a detailed schedule of the key milestone dates in the approval and implementation of the project as Exhibit 12 of the application.

K. Statement of Project Benefits:

Provide a detailed analysis of the benefits that would be provided as a result of the implementation of the project. At a minimum, include a projection of the number and type of construction jobs to be created, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments-in-lieu of taxes, water and sewer fees and any other municipal payments. Attach the description as Exhibit 13 of the application.

L. Affirmative Action Plan:

Please provide a description of the steps that the project will take to insure compliance with the City's requirements for Affirmative Action and Local Source Hiring. Attach the description as Exhibit 14 of the application.

IV. Abatement Information:

A. Abatement Basis Requested: (check one)

X Annual Gross Revenue (non-condominium) ___ Project Cost

___ Annual Gross Revenue (Condominium; Imputed debt service method)

B. Term Requested:

30 Years

C. Proposed Rates and Phases:

<u>Starting Year</u>	<u>Ending Year</u>	<u>Rate</u>	<u>Minimum</u>
1	15	10%*	
16	21	10%	AGR or 20% OAT**
22	27	10%	AGR or 40% OAT
28	29	10%	AGR or 60% OAT
30	30	10%	AGR or 80% OAT

* Annual Gross Revenue

** Otherwise Applicable Taxes

D. Form of Financial Agreement:

Attach the proposed form of the financial agreement as Exhibit 15 of the application. Please note that the final financial agreement must include the sealed certification of the project architect as to the final project cost.

V. Representations and Certifications:

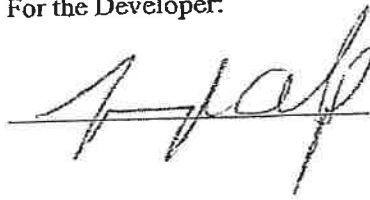
In submitting the application, the Developer certifies that all of the information is true and accurate to the best of his or her knowledge and further certifies to the following:

- A. The project conforms to the Redevelopment Plan that is in effect for the area that includes the project site and with any Redevelopment Agreement as may be in place between the City and the Developer.
- B. The project will conform to all Federal and state laws and to all applicable municipal ordinances.
- C. The Developer will comply with the City's requirements regarding affirmative Action and Local Source Hiring.
- D. Construction of the project has not commenced as of the time of the submission of this application. Construction of the project shall not commence until after the approval and execution of the financial agreement between City and the Developer.
- E. No officer or employee of the City has any interest, directly or indirectly, in the project that is the subject of this application.

VI. Signatures

By my signature below, I hereby submit this application on behalf of the Developer. I certify that all of the information is true and accurate to the best of my knowledge and belief. I am aware that if any of the information provided is willfully false, that I am, subject to prosecution.

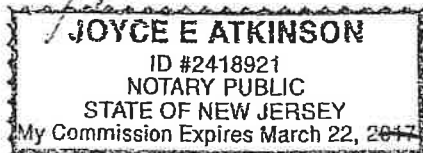
For the Developer:



4/7/21

Date

Please notarize here or
provide attestation and
seal of corporate secretary



2022

List of Exhibits

<u>Exhibit #</u>	<u>Description</u>
1	Disclosure of Ownership
2	Certificates of Incorporation and DCA Approval
3	Resolution Authorizing Submission of Application
4	Metes and Bounds Description
5	Survey
6	Narrative Description of Project
7.	Description of Current Conditions
8.	Site Plan Approval Resolution
9	Estimated Project Cost
10	Project Financing Plan
11	Private Financing Commitments
12	Project Schedule
13	Summary of Project Benefits
14	Affirmative Action Plan
15	Form of Financial Agreement

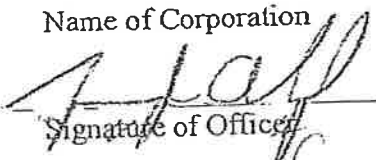
EXHIBIT 1

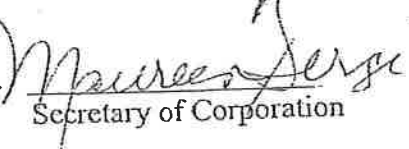
DISCLOSURE OF OWNERSHIP
(for use by Corporations)

I. Principals (list all owners of 10% or more of stock)

<u>Name</u>	<u>Home Address</u>	<u>Title</u>	<u>%Owned</u>
Joseph Alpert	One Parker Plaza Fort Lee, NJ	Member	50%
Ironstate Holdings LLC		Member	50%
David Barry	50 Washington Street Hoboken, NJ		50%
Michael Barry	50 Washington Street Hoboken, NJ		50%

Name of Corporation

By:  4/7/21
 Signature of Officer Date

Attested by:  4/7/21
 Secretary of Corporation Date

(Affix Corporate Seal)

EXHIBIT 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

18 CENTRAL AVENUE LLC
0450631129

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 04/06/2021 and was assigned identification number 0450631129. Following are the articles that constitute its original certificate.

1. **Name:**
18 CENTRAL AVENUE LLC
2. **Registered Agent:**
JOSEPH ALPERT
3. **Registered Office:**
C/O THE ALPERT GROUP
ONE PARKER PLAZA
FORT LEE, NEW JERSEY 07024
4. **Effective Date of this Filing is:**
04/06/2021

Signatures:

DAVID J. RITTER, ESQ.
AUTHORIZED REPRESENTATIVE



Certificate Number : 4133061023

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/USP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
6th day of April, 2021*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS
BUREAU OF HOMEOWNER PROTECTION
PO BOX 805
TRENTON, NEW JERSEY 08625-0805

URBAN RENEWAL ENTITIES
DISCLOSURE INFORMATION

Instructions for Completion: You have filed an application for approval of an urban renewal entity pursuant to the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.). In order for us to process the application, we require that you provide the following information and forward this form to the above address or fax it to (609)292-2839. This form must be completed prior to Division approval of the entity. If you have any questions, please call Karen Schwacha at (609)984-5831.

Name of Urban Renewal Entity: 18 Central Avenue Urban Renewal LLC

SECTION 1: TYPE OF APPROVAL REQUESTED (check one):

☐ Original certificate (of incorporation, limited partnership, formation, etc.)

☒ Amendment to original certificate (of incorporation, limited partnership, formation, etc.). Note: In the case of amendments, please forward a copy of original certificate marked "filed, State Treasurer" or "filed, Secretary of State" with this form.

☐ Other (please specify) _____

SECTION 2: PROJECT INFORMATION

Project Name: Selecto Flash Apartments

Project Street Address: 8-10, 18 Central Avenue

Project Block Number(s) 9 Project Lot Numbers 32 + 36

Municipality in which the Project is located West Orange

County in which the Project is located Essex

SECTION 3 (for project listed in SECTION 2.)

(Check one)

☐ 1. This project is solely a commercial project (with no housing units) developed in a redevelopment area pursuant to a municipal redevelopment plan.

-next-

URBAN RENEWAL ENTITIES
DISCLOSURE INFORMATION, PAGE 2

NAME OF URBAN RENEWAL ENTITY: 18 Central Avenue Urban Renewal LLC

SECTION 3 (cont.)

☒ 2. This project consists solely of market rate housing units developed in a redevelopment area pursuant to a municipal redevelopment plan.

NOTE: If you checked 1 or 2, complete **SECTIONS 4, 6, and 7.**

☐ 3. The project consists of low and moderate income housing units, which may include senior citizen low and moderate income housing units.

NOTE: If you checked 3, complete **SECTION 5, 6, and 7.**

☐ 4. This project consists of mixed uses.

Specify type:

☐ Market rate and low and moderate income housing.

☐ Commercial and market rate housing.

☐ Commercial and low and moderate income housing.

☐ Other (please describe) _____

NOTE: If you checked 4, complete **SECTIONS 4, 5, 6, and 7.**

SECTION 4: REDEVELOPMENT PLAN INFORMATION

Name of Municipal Redevelopment Agency Township of West Orange

Citation of municipal ordinance adopting the redevelopment plan Ordinance 34-2007

For housing projects, complete the following:

Specify type and number of units as applicable:

☐ Condominium units _____

☒ Market rate rental 94

☐ Low and moderate income in mixed use projects _____

☐ Senior citizen in mixed use projects _____

☐ Other (please specify) _____

Total number of units 94

SECTION 5: PROJECT FUNDING SOURCES

The low and moderate income housing project will be financed or insured by which of the following (check all applicable):

☐ Private funds (Please specify) _____

☐ State or Federal financing or insuring agencies (Please specify below) _____

☐ Other (Please specify) _____

-next-

URBAN RENEWAL ENTITIES
DISCLOSURE INFORMATION, PAGE 3

NAME OF URBAN RENEWAL ENTITY: 18 Central Avenue Urban Renewal LLC

SECTION 5: PROJECT FUNDING SOURCES (cont.)

State or Federal Financing or Insuring Agencies for the Project (check all that apply):

NJ Department of Community Affairs:

- ☐ Neighborhood Preservation Balanced Housing
- ☐ Downtown Living Initiative Program
- ☐ HOME – Housing Production Investment Fund
- ☐ HOME – Neighborhood Preservation
- ☐ HOME – Rental Rehabilitation

NJ Housing and Mortgage Finance Agency:

- ☐ NJ Community Housing Demo Program (developmental disabilities)
- ☐ NJ Supportive Housing Program
- ☐ Shared Residence Rental Housing Program (community residence)
- ☐ Transitional Housing Revolving Loan Program
- ☐ Multifamily Rental Housing Program
- ☐ Public Housing Construction and Permanent Loan Program
- ☐ Rental Housing Incentive Finance Fund
- ☐ 100% Mortgage Program
- ☐ Urban Home Ownership Recovery Program
- ☐ Low-Income Housing Tax Credit Allocation Program

NJ Redevelopment Authority:

- ☐ NJ Urban Site Acquisition Program

US Department of Housing and Urban Development (HUD)

- ☐ Section 811 Supportive Housing for Persons with Disabilities
- ☐ Section 202 Supportive Housing for the Elderly
- ☐ HOPE VI Grants
- ☐ HOME Program

US Department of Agriculture

- ☐ Rural Resources Administration (formerly Farmers' Home Administration)

☐ Other (Please specify) _____

List the information of the State or Federal financing or insuring agency's contact person:

Name: _____
Title: _____
Department/Agency: _____
Address: _____
Telephone Number: _____

-next-

URBAN RENEWAL ENTITIES
DISCLOSURE INFORMATION, PAGE 4

NAME OF URBAN RENEWAL ENTITY: 18 Central Avenue Urban Renewal LLC

SECTION 6: PROJECT CONSTRUCTION/OWNERSHIP

☒ 1. The project is new construction.

☐ 2. An existing project is being rehabilitated.
If rehab, specify name of individual, entity, etc. who is the current owner of the project.

☐ 3. Ownership of an existing project is being transferred to the new urban renewal entity.
If transfer, specify name of individual, entity, etc. from whom the project is being or has been transferred.

Is the transferor entity a limited dividend corporation or association, established pursuant to the Limited Dividend and Nonprofit Housing Corporations and Associations Law, N.J.S.A. 55:16-1 et seq.? (yes or no) _____

Is the transferor entity an existing urban renewal entity established pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.? (yes or no) _____

☒ 4. Has this project caused or will this project cause displacement of individuals or businesses? (yes or no) No

SECTION 7: CERTIFICATION

NOTE: This certification must be completed by an individual authorized to execute the certificate of incorporation (incorporator), the certificate of limited partnership (general partner), or other similar certificate or statement as may be required by law.

CERTIFICATION

I attest that the information stated herein is truthful and accurate to the best of my knowledge and understand that failure to fully and accurately disclose any information may delay processing the application while the Department investigates the application and project. Further, I understand that any project of the urban renewal entity may be subject to additional Department review and approval, pursuant to the requirements of the Limited Dividend and Nonprofit Corporations or Associations Law, N.J.S.A. 55:16-1 et seq., the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and/or rules governing Limited Dividend and Nonprofit Housing Corporations and Associations and Urban Renewal Entities, N.J.A.C. 5:13-1 et seq.

Sworn to me and subscribed before me this 6th
day of (mo/day/year) April 2021

X [Signature]
(authorized individual's signature)

[Signature]
(notary public/attorney)

Joseph Alperi
(print name of authorized individual)

Rev. 6/2011

JOYCE E. ATKINSON
Notary Public
New Jersey
My Commission Expires March 22, 2022
License #: 2418921

EXHIBIT 3

FORM OF CERTIFIED CORPORATE RESOLUTION

PLEASE TAKE NOTICE that a meeting of the Board of Directors of the
1/8 Central Avenue Urban Renewal LLC was held at 10 A.M. on 4/7/21
(Name of Corporation) P.M. (Date)
at One Parker Plaza Fort Lee NJ 07024
(Address)

at which time the following RESOLUTION was unanimously adopted:

RESOLVED that this Corporation is authorized to submit an application to the City of Orange Township ("Orange") for the provision of a long term tax abatement.

BE IT FURTHER RESOLVED that if this Corporation's application is accepted by Orange, the President of this Corporation is authorized to execute and deliver on its behalf, a contract with Orange, substantially in the form attached to the application, with such changes thereto as may be negotiated by the parties.

The undersigned Secretary of this Corporation hereby certifies that the foregoing Resolution was lawfully adopted by the Board of Directors of this Corporation on the date set forth above, that the foregoing Resolution is a true, accurate and complete copy of the Resolution so adopted and placed in the Corporation's records, and that they are in full force and effect as of the date hereof.

[Signature] 4/7/21
Secretary Date

(Affix Corporate Seal)

EXHIBIT 4

NOTICE OF SETTLEMENT

SCHEDULE A Legal Description

File #: 18-058581-AFW-WC

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE Township of West Orange, IN THE COUNTY OF Essex, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHERLY LINE OF CENTRAL AVENUE AT A POINT THEREIN DISTANT 125 FEET EASTERLY FROM THE EASTERLY LINE OF VALLEY ROAD; RUNNING THENCE

1) ALONG THE LINE OF SAID CENTRAL AVENUE, SOUTH 51 DEGREES 40 MINUTES EAST 100 FEET; THENCE

2) SOUTH 38 DEGREES 20 MINUTES WEST 216.47 FEET TO THE LINE OF LANDS FRONTING ON MITCHELL STREET; THENCE

3) ALONG THE LINE OF SAID LANDS NORTH 56 DEGREES 27 MINUTES WEST 109.64 FEET; THENCE

4) NORTH 40 DEGREES 41 MINUTES EAST 225.78 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO BEING KNOWN AS TAX LOT 32 IN TAX BLOCK 9 ON THE OFFICIAL TAX MAP OF THE Township of West Orange, Essex COUNTY, STATE OF NJ.

Westcor Land Title Insurance Company

SCHEDULE A (Continued) LEGAL DESCRIPTION

File No. 16AFCW-054315

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT IN THE SOUTHERLY SIDE OF CENTRAL AVENUE DISTANT SOUTHEASTERLY 225 FEET FROM THE EASTERLY SIDE OF VALLEY ROAD; THENCE

- (1) ALONG SAID SOUTHERLY LINE OF CENTRAL AVENUE, SOUTH 51 DEGREES 40 MINUTES EAST, 205.66 FEET TO LANDS NOW OR FORMERLY OF BRISTOW; THENCE
- (2) ALONG SAID LINE OF LANDS NOW OR FORMERLY OF BRISTOW, SOUTH 38 DEGREES 20 MINUTES WEST, 199.27 FEET TO LANDS NOW OR FORMERLY MONROE CALCULATING COMPANY; THENCE
- (3) ALONG SAID LANDS NOW OR FORMERLY OF MONROE CALCULATING COMPANY AND LANDS FRONTING ON MITCHELL STREET, NORTH 56 DEGREES 27 MINUTES WEST, 206.31 FEET; THENCE
- (4) NORTH 38 DEGREES 20 MINUTES EAST, 216.47 FEET TO THE AFORESAID SOUTHERLY SIDE OF CENTRAL AVENUE, THE POINT AND PLACE OF BEGINNING.

PARCEL TWO:

BEGINNING AT A POINT IN THE NORTHERLY SIDE OF MITCHELL STREET, DISTANT SOUTHEASTERLY 337.71 FEET FROM THE EASTERLY SIDE LINE OF VALLEY ROAD; THENCE RUNNING

- (1) ALONG SAID NORTHERLY SIDELINE OF MITCHELL STREET, SOUTH 54 DEGREES 13 MINUTES EAST, 96.99 FEET TO LANDS NOW OR FORMERLY MONROE CALCULATING COMPANY; THENCE
- (2) ALONG SAID LANDS NOW OR FORMERLY OF MONROE CALCULATING COMPANY, NORTH 35 DEGREES 46 MINUTES EAST, 164.70 FEET TO A POINT; THENCE
- (3) NORTH 56 DEGREES 27 MINUTES WEST, 95.15 FEET TO A POINT; THENCE
- (4) SOUTH 36 DEGREES 27 MINUTES WEST, 161.01 FEET TO THE AFORESAID NORTHERLY SIDE OF MITCHELL STREET, THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO KNOWN AS LOT 36 IN BLOCK 9 ON THE TOWNSHIP OF WEST ORANGE TAX MAP.

Westcor Land Title Insurance Company

SCHEDULE A *(Continued)* **LEGAL DESCRIPTION**

File No. 16AFCW-054314

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY SIDE OF MITCHELL STREET AT A POINT THEREIN DISTANT 216 FEET 9 INCHES WESTERLY FROM THE CENTER OF THE KEYSTONE OF THE ARC OF THE BRIDGE OVER THE BROOK; THENCE

- (1) ALONG SAID MITCHELL STREET, NORTH 53 DEGREES 45 MINUTES WEST, 70 FEET TO THE CORNER OF SAID MITCHELL AND TOMPKINS STREETS; THENCE
- (2) ALONG SAID TOMPKINS STREET, SOUTH 36 DEGREES 30 MINUTES WEST, 100 FEET; THENCE
- (3) AT RIGHT ANGLES TO SAID TOMPKINS STREET, 53 DEGREES 30 MINUTES EAST, 70 FEET; THENCE
- (4) PARALLEL WITH SAID TOMPKINS STREET, NORTH 36 ½ DEGREES EAST, 100 FEET TO THE BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO KNOWN AS LOT 22 IN BLOCK 7 ON THE TOWNSHIP OF WEST ORANGE TAX MAP.

EXHIBIT 5

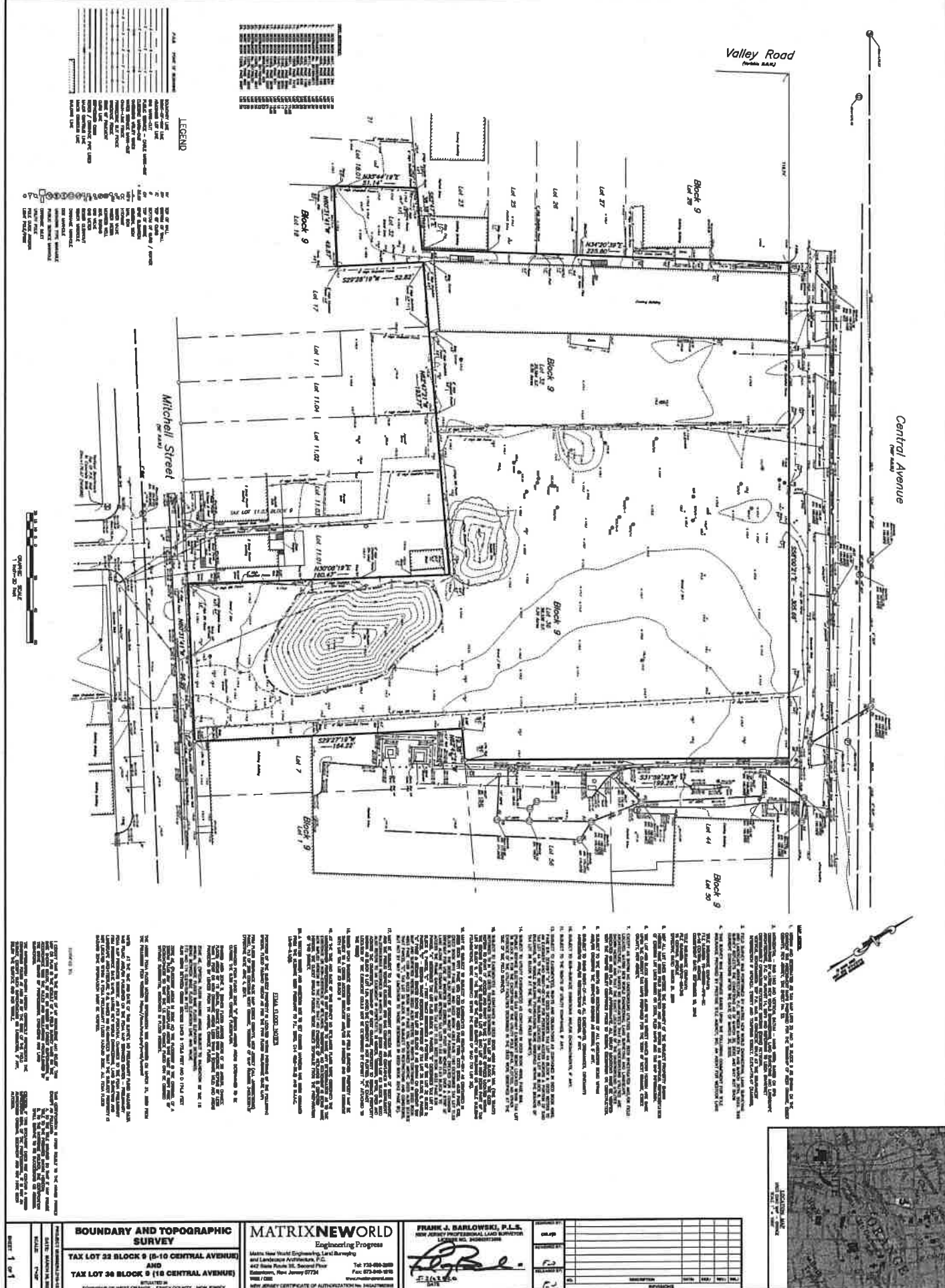


EXHIBIT 6

18 Central Avenue Project Description

The 18 Central Avenue project will create 94 units of new market rate multifamily, rental housing for families.

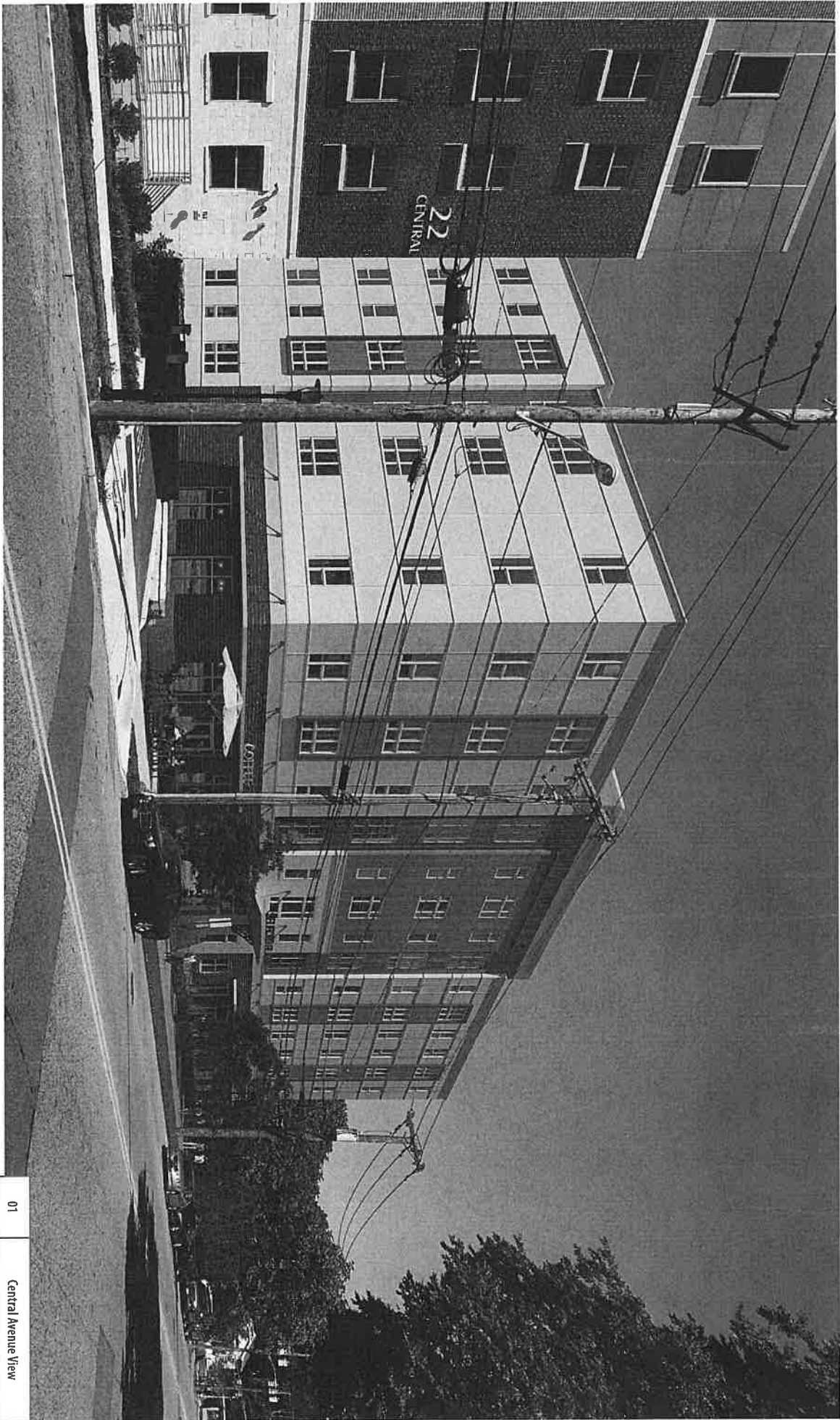
The 18 Central Avenue project will be located at 8-10, 18 Central Avenue in the City of West Orange in Essex County. Development of the project will contribute to the other revitalization initiatives underway in the surrounding area including the opening and beautification of the East Branch of the Rahway River and redevelopment of the Valley neighborhood as a vibrant mixed-use residential neighborhood and arts district. The site is also ideally situated three blocks from the Highland Rail Station.

The Alpert Group LLC is the developer and property manager for the 18 Central Avenue project. The Alpert Group, LLC is a third generation, family owned and operated full-service real estate management and development company based in Fort Lee. Since it's founding over 40 years ago, the company has developed over 3,000 units in new construction and adaptive reuse housing projects. Currently, The Alpert Group owns and manages a portfolio of over 2,500 units. The Alpert Group has extensive experience working with the requirements of municipal, state, and federal affordable housing programs such as local Affordable Housing Trust Funds, HOME, Section 8 Rehabilitation, and the low income housing tax credit program.

Other development team members for the 18 Central Avenue Project include Kitchen Associates (Architect), Brach Eichler (Attorney), and Monarch Housing Associates (Housing Development Consultant). The project general contractor will be selected through a bidding process.

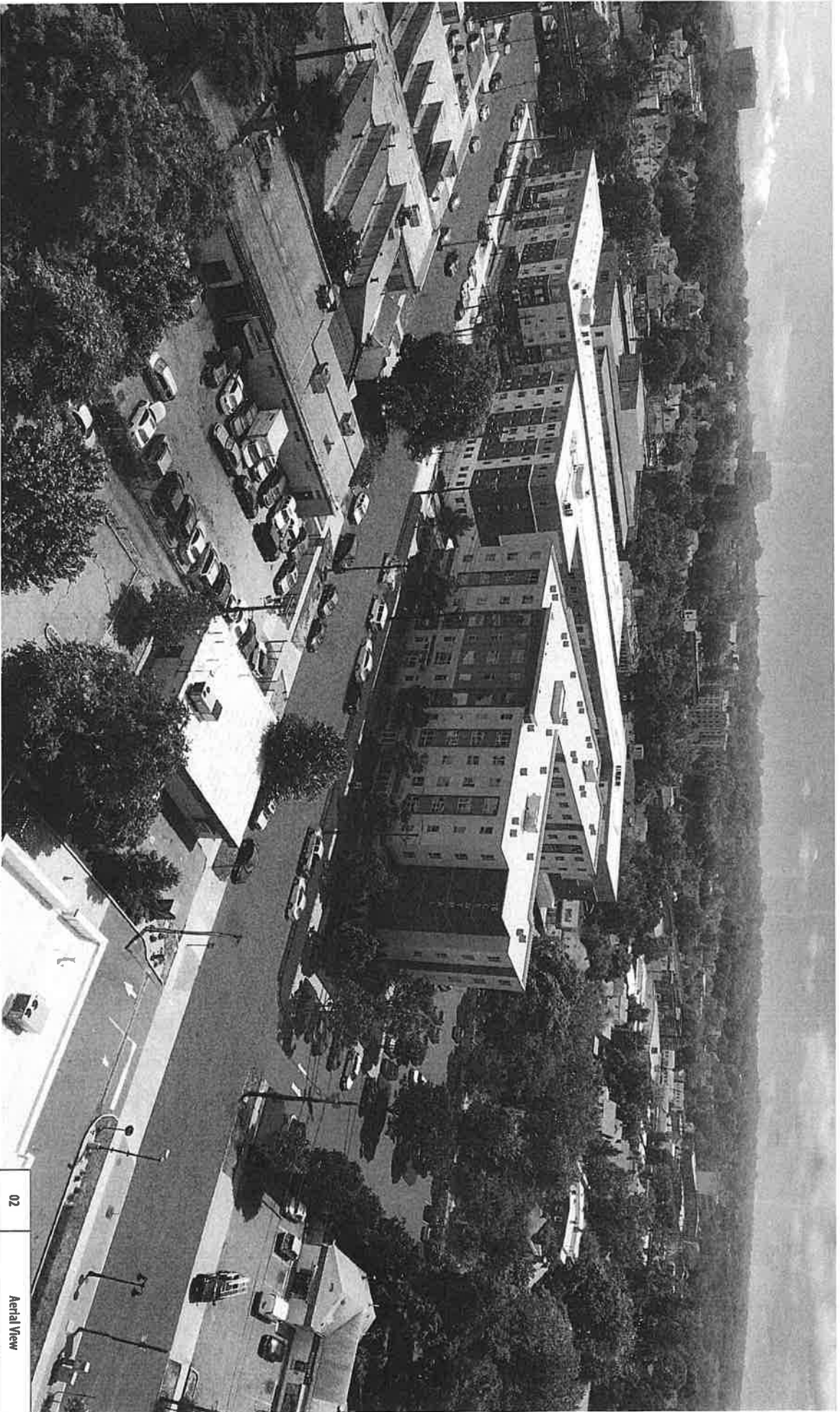
The 18 Central Avenue Project will entail the adaptive re-use of a vacant light industrial site into 94 high-quality apartments. The housing will be in a newly constructed 5-story building. The development will offer a wide range of apartment types to accommodate singles and families including: 49 one-bedroom units; 44 two-bedroom units; and 1 two-bedroom superintendent's unit. All apartments will have private kitchens and bathrooms, Energy Star appliances (including washing machines and dryers) and window blinds. The development will include on-site parking, elevator service, community room space, security features, and offices for property management functions. The Project will also contain approximately 3,500 square feet of commercial space and 22 parking spaces for municipal use.

A construction start is planned for April 2022 with lease-up of units beginning in December 2023.



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01	Central Avenue View
DATE: 8/20/20	SCALE: 1/800



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Kitchen & Associates
Architecture • Engineering • Planning • Interiors

THE
ALPERT
GROUP, LLC
IRONSTATE

SELECTO-FLASH
WEST ORANGE, NJ

02	Aerial View	DATE: 02/20	SCALE: 1/8"=1'-0"
----	-------------	-------------	-------------------



SCALE: 1" = 40'

SCALE: 1" = 40'



Kitchen & Associates
Architecture • Engineering • Planning • Interiors



EXHIBIT 7

Exhibit 7:

The site is currently 2 acres of vacant land

EXHIBIT 8

EXHIBIT 9

Development Budget

Acquisition	\$	1,500,000.00
Demolition	\$	300,000.00
Residential Structures @ \$150/sf	\$	16,000,000.00
Surety & Bonding	\$	160,000.00
Building Permits	\$	100,000.00
Hard Contingency	\$	800,000.00
Soft Contingency	\$	100,000.00
Appraiser & Market Study	\$	15,000.00
Architect	\$	705,000.00
Engineer	\$	100,000.00
Attorney	\$	200,000.00
Cost Certification/Audit	\$	20,000.00
Environmental Consultant	\$	20,000.00
Testing Engineer	\$	25,000.00
Soil Investigation	\$	25,000.00
Surveyor	\$	25,000.00
Interest	\$	1,000,000.00
Points & Bank Fees	\$	400,000.00
R.E. Taxes	\$	100,000.00
Insurance	\$	150,000.00
Title Insurance & Recording	\$	100,000.00
FF & E	\$	100,000.00
Developer Fee	\$	1,000,000.00
Marketing	\$	188,000.00
Working Capital	\$	300,000.00
Total	\$	23,433,000.00



April 7, 2021

Township of West Orange
66 Main Street
West Orange, NJ 07052

REF: 18 Central Avenue
Tax Abatement Application

SUB: Estimated Construction Costs

To Whom It May Concern:

I am a licensed architect in the State of New Jersey, engaged by 18 Central Avenue Urban Renewal, LLC to prepare plans and specifications for the development of the 18 Central Avenue project, a 94 unit multi-family housing development.

Although final plans and specifications have not yet been completed, the estimated construction costs for the development of these units are as follows:

Total Construction Cost: \$16,000,000.

Sincerely,

Mary M. Johannesen, AIA, LEED AP
Principal
NJ License #A101218000

Principals

Stephen L. Schoch, AIA, LEED* AP BD+C
Eugene F. Schiavo, AIA, PP, LEED* AP
Mary M. Johannesen, AIA, LEED* AP
Roger Keyser, AIA
Stephen Finkelman, PE, CEM, LEED* AP
Matthew Bartner, AIA, LEED* AP BD+C
Alkesh Taylor, PE, LEED* AP
Claire Van Haren
Keith Peacock, AIA

Senior Associates

Raymond Rebilas, AIA
Milton D. Smith, RA
Susan C. Nurge, AIA, LEED* AP BD+C

Associates

Christopher Panella
Claudia Bitran, AICP, PP
Tammy Schiavo, AIA
Andrea Garland, RA, LEED* AP
Ryan Wolfe, PE
Al DeLuca, RA, LEED* AP
Megan McGinley, AIA, LEED* AP BD+C
Jason M. Lutz, AIA
Nina Simonetti, AIA

Collingswood NJ

756 Haddon Avenue - 08108
Tel: 856.854.1880

On the Web

www.kitchenandassociates.com

Kitchen & Associates

Architecture • Engineering • Planning • Interiors

Founded by Ben & Beth Kitchen - 1971

EXHIBIT 10

Project Financing Plan

Equity	\$ 3,433,000
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Bank Loan	\$20,000,000
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Total Development Costs	\$23,433,000
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EXHIBIT 11

Project Financing Plan

Equity	\$ 3,433,000
Bank Loan	\$20,000,000
Total Development Costs	\$23,433,000

EXHIBIT 12

Exhibit 12:

Project Schedule

Construction Loan Closing	4/22
Construction Commencement	4/22
Construction Completion	12/23

EXHIBIT 13

Summary of Project Benefits

Construction Jobs	
Demolition/Site Work	30
Electricians	21
Plumbers	21
HVAC	15
Carpenters	45
Painters	30
Masonry	45
Miscellaneous	30
Permanent Jobs	
Superintendent	1
Maintenance	2

Real Estate Tax Calculation for Tax Abatement

Unit Type	# of Units	Monthly Rent	Annual Income
1BR	49	\$ 1,800.00	\$ 1,058,400.00
2BR	44	\$ 2,200.00	\$ 1,161,600.00
Superintendent	1	\$ -	\$ -
	94		\$ 2,220,000.00
Commercial Income	3,500 sf	\$2/sf	\$ 84,000.00
Total			\$ 2,304,000.00
Less: Vacancy	5%		\$ 115,200.00
Annual Gross Revenue			\$ 2,188,800.00
Rate	10%		
PILOT			\$ 218,880.00

EXHIBIT 14

April 7, 2021

Affirmative Action Plan
Statement of Compliance

The employment policies and practices of Valley Road Residential Urban Renewal, LLC are to recruit and hire employees without discrimination because of race, creed, color or nation origin, and treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This company submits this plan to assure compliance with Executive Order No. 11246 and subsequent orders that may pertain to this program and to reaffirm its continued commitment to a program of equal employment opportunity and merit employment policies.

It agrees to assert leadership within the community to put forth the maximum effort to achieve full employment and utilization of the capabilities and production to all our citizens without regard to race, creed, color or nation origin.

This company further recognizes that the effective application of a policy of merit employment involves more than a policy statement and will, therefore undertake a program of affirmative action to make known that equal opportunities are available on the basis of individual merit and to encourage all persons seek employment with the company and to strive for advancement on this basis



Managing Member

18 Central Avenue Urban Renewal LLC
c/o The Alpert Group
One Parker Plaza
Fort Lee, NJ 07024

Job Site

8-10, 018 Central Avenue
West Orange, NJ

EXHIBIT 15

Exhibit “B”

EXHIBIT B – TO FINANCIAL AGREEMENT
ORDINANCE

Exhibit “C”

EXHIBIT C – TO FINANCIAL AGREEMENT
PROPERTY DESCRIPTION

NOTICE OF SETTLEMENT

SCHEDULE A Legal Description

File #: 18-058581-AFW-WC

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE Township of West Orange, IN THE COUNTY OF Essex, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHERLY LINE OF CENTRAL AVENUE AT A POINT THEREIN DISTANT 125 FEET EASTERLY FROM THE EASTERLY LINE OF VALLEY ROAD; RUNNING THENCE

1) ALONG THE LINE OF SAID CENTRAL AVENUE, SOUTH 51 DEGREES 40 MINUTES EAST 100 FEET; THENCE

2) SOUTH 38 DEGREES 20 MINUTES WEST 216.47 FEET TO THE LINE OF LANDS FRONTING ON MITCHELL STREET; THENCE

3) ALONG THE LINE OF SAID LANDS NORTH 56 DEGREES 27 MINUTES WEST 109.64 FEET; THENCE

4) NORTH 40 DEGREES 41 MINUTES EAST 225.78 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO BEING KNOWN AS TAX LOT 32 IN TAX BLOCK 9 ON THE OFFICIAL TAX MAP OF THE Township of West Orange, Essex COUNTY, STATE OF NJ.

Westcor Land Title Insurance Company

SCHEDULE A (Continued) LEGAL DESCRIPTION

File No. 16AFCW-054315

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT IN THE SOUTHERLY SIDE OF CENTRAL AVENUE DISTANT SOUTHEASTERLY 225 FEET FROM THE EASTERLY SIDE OF VALLEY ROAD; THENCE

- (1) ALONG SAID SOUTHERLY LINE OF CENTRAL AVENUE, SOUTH 51 DEGREES 40 MINUTES EAST, 205.66 FEET TO LANDS NOW OR FORMERLY OF BRISTOW; THENCE
- (2) ALONG SAID LINE OF LANDS NOW OR FORMERLY OF BRISTOW, SOUTH 38 DEGREES 20 MINUTES WEST, 199.27 FEET TO LANDS NOW OR FORMERLY MONROE CALCULATING COMPANY; THENCE
- (3) ALONG SAID LANDS NOW OR FORMERLY OF MONROE CALCULATING COMPANY AND LANDS FRONTING ON MITCHELL STREET, NORTH 56 DEGREES 27 MINUTES WEST, 206.31 FEET; THENCE
- (4) NORTH 38 DEGREES 20 MINUTES EAST, 216.47 FEET TO THE AFORESAID SOUTHERLY SIDE OF CENTRAL AVENUE, THE POINT AND PLACE OF BEGINNING.

PARCEL TWO:

BEGINNING AT A POINT IN THE NORTHERLY SIDE OF MITCHELL STREET, DISTANT SOUTHEASTERLY 337.71 FEET FROM THE EASTERLY SIDE LINE OF VALLEY ROAD; THENCE RUNNING

- (1) ALONG SAID NORTHERLY SIDELINE OF MITCHELL STREET, SOUTH 54 DEGREES 13 MINUTES EAST, 96.99 FEET TO LANDS NOW OR FORMERLY MONROE CALCULATING COMPANY; THENCE
- (2) ALONG SAID LANDS NOW OR FORMERLY OF MONROE CALCULATING COMPANY, NORTH 35 DEGREES 46 MINUTES EAST, 164.70 FEET TO A POINT; THENCE
- (3) NORTH 56 DEGREES 27 MINUTES WEST, 95.15 FEET TO A POINT; THENCE
- (4) SOUTH 36 DEGREES 27 MINUTES WEST, 161.01 FEET TO THE AFORESAID NORTHERLY SIDE OF MITCHELL STREET, THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO KNOWN AS LOT 36 IN BLOCK 9 ON THE TOWNSHIP OF WEST ORANGE TAX MAP.

Westcor Land Title Insurance Company

SCHEDULE A *(Continued)* **LEGAL DESCRIPTION**

File No. **16AFCW-054314**

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY SIDE OF MITCHELL STREET AT A POINT THEREIN DISTANT 216 FEET 9 INCHES WESTERLY FROM THE CENTER OF THE KEYSTONE OF THE ARC OF THE BRIDGE OVER THE BROOK; THENCE

- (1) ALONG SAID MITCHELL STREET, NORTH 53 DEGREES 45 MINUTES WEST, 70 FEET TO THE CORNER OF SAID MITCHELL AND TOMPKINS STREETS; THENCE
- (2) ALONG SAID TOMPKINS STREET, SOUTH 36 DEGREES 30 MINUTES WEST, 100 FEET; THENCE
- (3) AT RIGHT ANGLES TO SAID TOMPKINS STREET, 53 DEGREES 30 MINUTES EAST, 70 FEET; THENCE
- (4) PARALLEL WITH SAID TOMPKINS STREET, NORTH 36 ½ DEGREES EAST, 100 FEET TO THE BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO KNOWN AS LOT 22 IN BLOCK 7 ON THE TOWNSHIP OF WEST ORANGE TAX MAP.

AN ORDINANCE SUPPLEMENTING CHAPTER 4, AND ESTABLISHING CHAPTER 4, SECTION 40 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED “WEST ORANGE TOWNSHIP CIVILIAN COMPLAINT REVIEW BOARD”

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey that Chapter 4, Section 40 of the Revised General Ordinances of the Township of West Orange is hereby established as follows:

I. PURPOSE

The purpose of this Ordinance is to create a Civilian Complaint Review Board (“CCRB”) within the Township of West Orange (“Township”) to review complaints concerning police actions to promote unbiased, fair, equitable and just conduct.

II. CHAPTER 4 SHALL BE AND HEREBY IS ESTABLISHED TO READ AS FOLLOWS:

4-40.1 Creation and Composition.

The body will be known as the West Orange Township Civilian Complaint Review Board.

III. CHAPTER 4 SHALL BE AND HEREBY IS ESTABLISHED TO READ AS FOLLOWS:

4-40.2 Appointment of Members; Terms and Meetings.

The Civilian Complaint Review Board shall consist of seven (7) members chosen as follows:

- a. Three (3) members shall be selected by the Council as a whole by majority vote;
- b. Four (4) members shall be selected by the Mayor;
- c. The chair of the Board shall be selected by the Mayor from the seven (7) members;
- d. All members shall undergo a criminal history background check. No person shall serve on the CCRB if convicted of a crime or offense as set forth in the Attorney General Guidelines;

- e. Prior to serving on the Board, Members shall go through a training process approved by the County Prosecutor's office on the confidentiality of internal affairs records.
- f. A quorum of five (5) members must be present to meet;
- g. Members shall sign a sworn statement that they will comply strictly to confidentiality policies and agree no social media posts of any kind shall occur during his/her term of service related to the Township;
- h. Violations of confidentiality will result in removal from the CCRB and may subject the individual to civil and criminal penalties without indemnification from the Township;
- i. No person shall serve on the CCRB if they have a conflict under the Attorney General Guidelines or N.J.S.A. 52:13D-21.2(2)(d) or any other law, regulation or ordinance; and
- j. All Board members shall have term limits of four (4) years and may not be reappointed unless a break in service of at least four (4) years occurs.

Terms for Board members shall be four (4) years. Meetings shall take place in a closed session whenever the content of internal affairs are discussed. The review shall take place only in a secure location designated by the Chief of Police or Mayor.

IV. CHAPTER 4 SHALL BE AND HEREBY IS ESTABLISHED TO READ AS FOLLOWS:

4-40.3 Responsibilities.

Board members are entitled to review complaints and present their conclusions to both the Mayor and the Chief of Police ("Chief"). They may also request additional information or clarification regarding the findings or decisions made in the course of the internal affairs investigations, or request that the internal affairs investigation be re-opened. The Board may not override any finding or decision made as a result of the internal affairs process, nor do they have the power to impose discipline, require another official to impose discipline, immunize any person from prosecution or render any finding or decision that requires deference from any other official. They may not commence an investigation of a particular civilian complaint or incident until after any criminal and/or internal affairs investigations have concluded and any resulting discipline has been imposed. Information will be public in thirty (30) days.

VI. 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.

VII. 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.

VIII. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**CINDY MATUTE-BROWN
COUNCIL PRESIDENT**

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

INTRODUCED: August 17, 2021

ADOPTED: September 14, 2021

LEGISLATIVE HISTORY

New Jersey Statutes (“N.J.S.”) Title 40A. Municipalities and Counties, 40A § 14-118 permits the creation of a Civilian Complaint Review Board by ordinance with its overall beneficial oversight purpose to conduct investigations of police operations and conduct, to delegate powers of inquiry to them as governing bodies deem necessary, and to conduct hearings as authorized by law. This ordinance is designed to increase transparency and build public trust by having citizens of the Township of West Orange review and investigate complaints against members of the police force serving within the municipality in order to prevent future instances of discriminatory behavior, unwarranted searches and arrests, and other wrongful conduct.

The Ordinance does **not** permit the CCRB to have subpoena power. In Fraternal Order of Police, Newark Lodge No. 12 v. City of Newark, A-15-19 (083197) (August 19, 2020), the New Jersey Supreme Court overturned the portion of Newark’s ordinance which delegated subpoena power to the CCRB. The Court specifically held that the New Jersey State Legislature “would have to act in order for the City to have the ability to confer subpoena power on its CCRB.” Id. at 51.

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 15.3 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(DEPARTMENT OF FIRE - COMPOSITION)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 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 update the composition of the West Orange Fire Department for a limited duration of time by increasing the number of Deputy Chiefs from six to seven on a temporary basis. This increase shall run from the effective date of this ordinance until either: (i) December 31, 2021; or (ii) upon the expiration of the Eligibility List issued by the Civil Service Commission on October 17, 2018 under Title Code 01506, Symbol PM2646V whichever occurs later.

II. CHAPTER 2, SECTION 15.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-15.3 Composition.

From the effective date of this section until: (i) December 31, 2021; or (ii) upon the expiration of the Eligibility List issued by the Civil Service Commission on October 17, 2018 under Title Code 01506, Symbol PM2646V whichever occurs later, the Fire Department shall consist of a Director, a Chief, seven Deputy Chiefs, 26 Captains, and such other Firefighters as have been hereto authorized or may hereafter be authorized in the Municipal Budget.

Beginning on: (i) December 31, 2021; or (ii) the expiration of the Eligibility List issued by the Civil Service Commission on October 17, 2018 under Title Code 01506, Symbol PM2646V whichever occurs later, the Fire Department shall consist of a Director, a Chief, six Deputy Chiefs, 26 Captains, and such other Firefighters as have been hereto authorized or may hereafter be authorized in the Municipal Budget.

The decrease to the maximum number of Deputy Chiefs effected by the Subsection above shall not affect any individual who has already achieved the rank of Deputy Chief when such decrease becomes operative.

One member of the West Orange Fire Department shall be designated, pursuant to the applicable State Statutes and Administrative Regulations as the "Fire Official."

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

**CINDY MATUTE BROWN
COUNCIL PRESIDENT**

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

INTRODUCED: August 17, 2021

ADOPTED: September 14, 2021

Legislative History

The purpose of this ordinance is to update the composition of the West Orange Fire Department for a limited duration of time by increasing the number of Deputy Chiefs from six to seven on a temporary basis. This increase shall run from the effective date of this ordinance until either: (i) December 31, 2021; or (ii) upon the expiration of the Eligibility List issued by the Civil Service Commission on October 17, 2018 under Title Code 01506, Symbol PM2646V whichever occurs later.

**AN ORDINANCE ADOPTING FOURTH AMENDED DOWNTOWN
REDEVELOPMENT PLAN**

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 the Downtown Redevelopment Area was 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 (the “Original Redevelopment Plan”); and

WHEREAS, The Original Redevelopment Plan has been amended by “Amendments to Downtown Redevelopment Plan,” the “First Amendment,” adopted August 15, 2006, the “Second Amendment,” adopted March 6, 2007, and the “Third Amendment,” adopted in 2010; and

WHEREAS, while some redevelopment has occurred, a large portion of the Downtown Redevelopment Area has remained stagnant and undeveloped for many years; and

WHEREAS, pursuant to a redevelopment agreement with the Township, the Township designated a redeveloper to redevelop a portion of the Downtown Redevelopment Area; and

WHEREAS, although the redeveloper has completed the construction of *Edison Lofts*, even through numerous amendments to the redevelopment agreement over the past has approximately twelve (12) years, the redeveloper has failed to undertake further residential development of the Downtown Redevelopment Area as required by the redevelopment agreement; and

WHEREAS, in May 2021, the Township declared the redeveloper in default of the redevelopment agreement and, as a result of the redeveloper's inability to cure such defaults, terminated the redevelopment agreement on June 28, 2021; and

WHEREAS, the Township is exploring other potentially more viable and feasible development alternatives for the Downtown Redevelopment Area; and

WHEREAS, the Mayor and Council authorized and directed Phillips Preiss Grygiel Leheny Hughes LLC ("Phillips Preiss"), Planning and Real Estate Consultants, to prepare an amendment to the Redevelopment Plan for the Downtown Redevelopment Area; and

WHEREAS, Phillips Preiss prepared a draft redevelopment plan, entitled *Fourth Amendment to Downtown Redevelopment Plan, Township of West Orange, New Jersey*, dated August 2021 (the "Fourth Amended Redevelopment Plan"); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, prior to adoption of an ordinance adopting a redevelopment plan, the governing body must refer the redevelopment plan to the Planning Board for comments and recommendations; and

WHEREAS, upon introduction of this Ordinance, the Fourth Amended Redevelopment Plan shall be referred to the Planning Board for comments and recommendations, including a determination as to the consistency of the Fourth Amended Redevelopment Plan with the Township Master Plan and identification of any provisions of the Fourth Amended Redevelopment Plan that it deems to be inconsistent with the Master Plan; and

WHEREAS, the Mayor and Council shall not adopt this Ordinance until it has received comments and recommendations from the Planning Board or until forty-five (45) days have lapsed since referring the Fourth Amended Redevelopment Plan to the Planning Board, whichever occurs first; and

WHEREAS, the Mayor and Council have reviewed and considered the Fourth Amended Redevelopment Plan and shall have considered the comments and recommendations of the Planning Board; and

WHEREAS, the Mayor and Council wish to adopt the Fourth Amended Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township of West Orange that the Fourth Amended Redevelopment Plan is hereby adopted; and

BE IT FURTHER ORDAINED that the Fourth Amended Redevelopment Plan shall supersede existing zoning for the Downtown Redevelopment Area and that the Township Zoning Ordinance District Map is hereby, and shall be, amended to specifically designate the Downtown Redevelopment Area zoning as set forth in the Fourth Amended Redevelopment Plan.

Introduced: August 17, 2021

Adopted: September 14, 2021

TOWNSHIP OF WEST ORANGE

ATTEST:

By: _____
Robert D. Parisi, Mayor

Karen J. Carnevale, RMC,
Township Clerk

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**Fourth Amendment to Downtown Redevelopment Plan
Township of West Orange, New Jersey**

August 2021

Prepared for:
Township of West Orange

Prepared by:
Phillips Preiss Grygiel Leheny Hughes LLC
Planning and Real Estate Consultants

33-41 Newark Street
Third Floor, Suite D
Hoboken, NJ 07030

The original of this report was signed and sealed in accordance with N.J.S.A. 13:41-1.2

A handwritten signature in black ink, appearing to read "Paul Grygiel", is written over a horizontal line.

Paul Grygiel, AICP, PP
New Jersey Professional Planner License # 5518

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I. INTRODUCTION

The “Amendments to Downtown Redevelopment Plan” adopted August 15, 2006 (the “First Amendment”), amended the March 2003 Downtown Redevelopment Plan (the “Original Plan”). The “Second Amendment” was adopted March 6, 2007, and the “Third Amendment” was adopted in 2010.

This “Fourth Amendment” amends and restates the First, Second and Third Amendments and further modifies the Original Plan. The Original Plan together with the Second, Third and Fourth Amendments comprise and are referred to herein as the “Plan” or the “Redevelopment Plan.” To the extent not inconsistent with this Fourth Amendment, the terms of provisions of the Original Plan, First Amendment, Second Amendment and Third Amendment shall continue in effect and are incorporated herein.

II. OBJECTIVES

This Fourth Amendment amends zones of the Redevelopment Plan by creating one new overlay zone (the Film Services Overlay District (FSOD)) and modifying the regulations of two zones (the Edison Mixed Residential (E-MR) and the Main Street Subdistrict (MSS)).

The FSOD will diversify the use mix and economic base of West Orange, while also providing for film production activities adjacent to the location of the world's first film production studio, the Black Maria, which was on the grounds of what is now the Thomas Edison National Historical Park.

The regulations of the E-MR are being modified to encourage appropriate residential development, in order to further address the Township’s affordable housing obligations. The permitted uses in the MSS are being expanded to allow for uses recently added to the permitted uses in the B-1 zone district, which abuts the MSS to the north and south.

The Redevelopment Plan will continue to promote the principles of a mixed-use community with a variety of housing choices and commercial uses; to provide pedestrian-friendly streets and public rights-of-way; and further the redevelopment of this section of the Township.

III. ADMINISTRATIVE PROVISIONS

A. GENERAL

The Redevelopment Plan shall supersede the applicable provisions of the Township of West Orange Land Use Regulations Ordinance (the “Zoning Ordinance”). Any zoning question that is not addressed herein shall refer to the Zoning Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board shall have the sole au-

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thority to grant deviations from the requirements of the Redevelopment Plan, as provided below. Upon final adoption of this Fourth Amendment by the Municipal Council of the Township of West Orange, the Zoning Ordinance and Zoning Map shall be amended to rezone the properties rezoned herein to conform with the provisions of the Redevelopment Plan as amended hereby, and all underlying zoning shall be voided, except as otherwise specifically provided herein.

All development within the Downtown Redevelopment Area shall be consistent with the guidelines, standards and requirements of the Redevelopment Plan. The regulations and controls in the Redevelopment Plan may be implemented, where applicable, by appropriate covenants, or other provisions, or through agreements for land deposition and conveyances executed thereto.

No building or structure shall be constructed over public rights-of-way or easements, without the prior, written approval of the Municipal Engineer and site plan approval has been approved by the Planning Board.

Prior to the commencement of any new construction, reconstruction, or rehabilitation of any existing structure or property change of use; a site plan for such shall be submitted by the developer or property owner to the Planning Board for review, so that compliance of such plans with the Redevelopment Plan can be determined. No Building Permit shall be issued for any work requiring site plan review within the Area, without prior site plan review and approval of such work by the Planning Board. Regular maintenance and minor repair shall not require Planning Board review.

The provisions of the Redevelopment Plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of thirty (30) years from the date of approval of the Original Plan by the Township of West Orange Municipal Council.

This Fourth Amendment and any subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such subsequent amendments.

Site plan review shall be conducted by the Planning Board pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. As part of the site plan review, the Planning Board may require that the applicant provide additional studies, data and analyses that are not referenced in the Plan but are reasonably needed for an informed review. Such additional information may include, but is not limited to, parking and traffic studies, fiscal impact analyses, and sanitary and storm sewer investigations to determine the adequacy of the respective utilities.

Any subdivision of lots and parcels of land within the Area shall be in accordance with the requirements of the Plan and any plan amendments.

Pursuant to the New Jersey Local Redevelopment and Housing Law (LRHL) at N.J.S.A. 40A:12A-7, the Redevelopment Plan is required to include proposed locations for public electric vehicle charging infrastructure in a manner that appropriately connects with an essential public charging network.

B. DEVIATIONS

The Planning Board may grant deviations from the regulations contained within the Original Plan as amended, including by the Fourth Amendment, subject to the scope and limitations set forth below, without such deviations being considered an amendment to this Redevelopment Plan requiring action by the Township pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. Such deviations may be granted wherever, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely effecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to the Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property.

The Planning Board may also grant a deviation from the regulations contained within the Redevelopment Plan related to a specific piece of property where the purposes of the Redevelopment Plan would be advanced by such deviation from the strict application or the benefits of granting the deviation would outweigh any detriments.

The Planning Board may grant exceptions or waivers from the design standards associated with site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval if the literal enforcement of one or more provisions is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site.

No deviations from the regulations contained in the Redevelopment Plan shall be granted if such deviation would 1) result in permitting or expanding a use that is not a permitted use within the Area, 2) result in an increase in the maximum permitted height of greater than ten percent, or 3) result in an increase of the permitted density within the Area. An application requesting a deviation from the requirements of the Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirements set forth in N.J.S.A. 40:55D-12 a and b.

If any word, phrase, clause, section or provision of this document shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

C. PLAN TERMINOLOGY AND DEFINITIONS

Throughout this Redevelopment Plan, a conscious distinction is made in the regulations between “shall” and “should.”

- “Shall” means that a redeveloper is required to comply with the specific regulation, without any deviations, other than those deviations that may be permitted by the Planning Board, as hereinafter provided.

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- “Should” means that a redeveloper is encouraged to comply but is not required to do so.

The definitions set forth in the Zoning Ordinance of the Township of West Orange shall apply to this Redevelopment Plan. If a term used in this Redevelopment Plan is not defined in the Zoning Ordinance, the definition in the Municipal Land Use Law or the Local Redevelopment and Housing Law shall apply.

As used in this Redevelopment Plan, the following term shall have the meaning indicated:

Film and video production campus: one or more parcels utilized for the creation of motion pictures, television shows and other video content and visual media. Multiple uses shall be permitted on such a campus, including stages, rehearsal spaces, offices, workshops, storage, food service and other uses related or incidental to facilitation of the primary use of the facility.

Except as otherwise provided herein, words not defined above that appear in this Redevelopment Plan shall be interpreted in accordance with “Definitions” section in the Township’s Zoning Ordinance as set forth in Section 25-4.

IV. AFFECTED PROPERTIES

The attached map shows the zoning of all properties within the Redevelopment Area as set forth in this Fourth Amendment. Table 1 lists the properties, by tax map block and lot number, which are affected by this Fourth Amendment by being placed in a different redevelopment zoning district.

TABLE 1 – PROPERTIES REZONED BY THE FOURTH AMENDMENT TO THE DOWNTOWN REDEVELOPMENT PLAN

BLOCK	LOTS	GENERAL LOCATION / COMMENT
63	24, 25, 33.01, 33.02, 36, 37, 38, 39, 41	East of Standish Avenue and south of Lakeside Avenue Added to Film Services Overlay District
64	2.01, 2.03, 2.04, 3.02, 28, 30, 31, 32, 33, 34, 34.01, 38, 42.02, 49, 49.01	East of Ashland Avenue, south of Lakeside Avenue and west of Standish Avenue Added to Film Services Overlay District
115	15 (portion), 16, 16.01, 51	North of Lakeside Avenue, west of Watchung Avenue, south of Columbia Street Added to Film Services Overlay District
116.02	1.01	Rezoned from E-C to E-MR

V. DISTRICT LAND USE REGULATIONS

Table 2 provides the land use regulations for the newly-created redevelopment zone overlay district.

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TABLE 2 - LAND USE REGULATIONS FOR THE FILM SERVICES OVERLAY DISTRICT

FSOD Film Services Overlay District	Requirements
Permitted uses	Film and video production campus Theater Accessory uses for the above principal uses
Maximum building height	6 stories / 75 feet
Bulk standards	Minimum setback from public streets: • 10 feet from Columbia Street and Watchung Avenue • 0 feet from any other street, except that any portion of a building above 45 feet in height shall be setback a minimum of 10 feet from Ashland Avenue, as measured from the right-of-way Minimum setback from other lot lines: • 10 feet from a subdistrict boundary • 0 feet from an interior lot line Maximum building coverage: 85% of the entire area of the subdistrict Maximum impervious coverage: 100%
Parking/loading standards	A minimum of one parking space shall be provided for every 2,000 feet of gross floor area Adequate off-street loading space shall be provided

The Township may vacate one or more public streets within the Redevelopment Area for a film production campus.

Table 3 provides the amended land use regulations for the Edison Mixed Residential zone district.

TABLE 3 – AMENDED LAND USE REGULATIONS FOR THE EDISON MIXED RESIDENTIAL ZONE

E-MR Edison Mixed Residential Zone	Requirements
Permitted uses	One and two-family homes Multi-family residential including townhouses and mid-rise apartments. Retail commercial on Block 116.02, Lot 1.01. Accessory uses for the above principal uses.
Maximum residential density	See specifics below
Maximum building height	See specifics below
Maximum impervious coverage	See specifics below
Minimum building setbacks	See specifics below

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Minimum parking	Multifamily residential: in accordance with RSIS requirements including de minimis exceptions authorized in N.J.A.C. 5:21-3.1. Nonresidential: in accordance with the requirements of the Zoning Ordinance.
Single Association Bulk Standards:	Where a residence or group of residences is governed or to be governed by a Single Association, then the Bulk Standards affecting such particular type of units shall be superseded by the Standards for a Single Association.
Bulk Standards for One and Two Family Residences:	
Minimum lot size	One Family: 7,500 square feet Two Family: 10,000 square feet
Minimum lot width	One Family: 50 feet Two Family: 75 feet
Minimum front yard	Prevailing average as determined by averaging adjacent houses on block front. Where no building average exists the minimum setback shall be 25 feet or 10 feet from the public right of way where no front yard parking is provided.
Minimum setback from all other property lines	5 feet
Maximum residential density	As determined by minimum lot area requirements
Maximum building coverage	40% or 60% if governed by a single association subject to the Single Association Bulk Standards.
Maximum lot coverage	55% or 80% if governed by a single association, subject to the Single Association Bulk Standards.
Maximum building height	2 ½ stories / 35 feet or 3 ½ stories / 42 feet if governed by a single association, subject to the Single Association Bulk Standards.
Bulk Standards for Townhouses and Multifamily Structures	
Minimum lot size	None
Minimum lot width	None
Minimum front yard	0 feet, except any portion of a building above 45 feet in height shall be setback a minimum of 10 feet, as measured from the right-of-way
Minimum setback from all other property lines	5 feet
Maximum residential density	60 dwelling units per acre
Maximum building coverage	50% or 60% if governed by a single association, subject to the Single Association Bulk Standards.
Maximum lot coverage	80% Excluding there from all abutting public streets and

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	right of ways.
Maximum building height	Townhouses: 3 stories / 40 feet Other multifamily: 6 stories / 75 feet
Single Association Bulk Standards	
Qualifications	Where a group of buildings, or cluster of units, or different units relate to a common association which association control such properties through a RCC (Restrictive Covenants and Conditions) or similar plan governing the use and enjoyment of such properties, then the following bulk standards shall supersede the standards applicable for the specific type of unit set forth herein.
Minimum lot size	One Family: None Two Family: None
Minimum lot width	One Family: None Two Family: None
Minimum front yard	Prevailing average as determined by averaging adjacent houses on block front. Where no building average exists the minimum setback shall be 25 feet or 10 feet from the public right of way where no front yard parking is provided.
Maximum building coverage	60%
Maximum lot coverage	80%
Maximum building height	3 ½ stories / 42 feet
Streetscape	Street benches to the extent that there is ample room along the right of way, and period lighting consistent with the historic character of the area shall be incorporated into the streetscape design in a manner as prescribed by the Original Plan.

The regulations for the Main Street Subdistrict shall remain unchanged, except the following uses shall be added to the list of permitted principal uses:

Licensed Cannabis Retailers and Licensed Medical Cannabis Dispensaries as defined in the Zoning Ordinance, subject to the following limitations:

- (1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (2) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.
- (3) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.

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- (4) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment.
- (5) A Licensed Cannabis Entity shall meet of the required security measures as set forth in Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (6) Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited from all Licensed Cannabis Entities.

VI. DESIGN OBJECTIVES AND REQUIREMENTS

The General Standards and Prohibitions, New Building Design, Parking Structure Design Requirements, and Landscape, Lighting and Open Space, remain the same as in the Second and Third Amendments, except that the requirement for trees within surface parking areas shall be amended to read as follows:

“Landscaped plans shall be submitted for detailed planting within surface parking area. In surface parking areas with 30 or more parking spaces, there shall be a minimum of one tree plus ground level planting for each 10 parking stalls, which may be provided within and/or on the perimeter of the parking area. The maximum length of a single row of parking spaces shall be 20 spaces, at which point a landscaped area with a minimum width of eight feet shall be provided.”

In addition, electric vehicle charging stations shall be incorporated throughout the Redevelopment Area, with all developments offering designated spaces as an amenity to employees, customers, and visitors when any one of the following occurs: (1) a new building with a new or existing off-street parking facility is developed; (2) an addition or improvement to an existing building is made that increases the size of the principal structure by more than 50 percent; or (3) the parking capacity of an existing building, site, or parking facility is increased by more than 50 percent. The required number of charging stations shall be two percent of the total number of parking spaces on a property, with any fractional spot being rounded up to the nearest whole number.

VII. SIGNAGE REQUIREMENTS

Signage requirements remain unchanged from that of the Original Plan and the previous Amendments.

VIII. ACQUISITION PLAN

The acquisition plan remains unchanged from that of the Original Plan and the previous Amendments, except that the tables and maps showing the properties to be acquired are hereby specifically amended to (1) exclude any properties that have been fully-developed pursuant to the Redevelopment Plan and obtained a certificate of completion and certificate of occupancy and (2) to add the following to the list of properties to be acquired:

- Block 63, Lot 24
- Block 63, Lot 25
- Block 63, Lot 33.01
- Block 63, Lot 33.02
- Block 63, Lot 36
- Block 63, Lot 37
- Block 63, Lot 38
- Block 63, Lot 39
- Block 63, Lot 41
- Block 64, Lot 42.02

IX. RELOCATION

Remains unchanged from that of the Original Plan and the previous Amendments.

X. AFFORDABLE HOUSING REQUIREMENTS

Pursuant to the April 6, 2020 Settlement Agreement between the Township of West Orange and Fair Share Housing Center, 44 low- and moderate-income family rental dwelling units were to be constructed within the Redevelopment Area as part of proposed residential development. It is the objective and intent of this Redevelopment Plan that the 44 units will be developed in the portions of the E- MR and E-LR Zones that are not included within the FSOD Overlay District.

In addition, once the required 44 affordable dwelling units are constructed, any additional multifamily residential development consisting of five or more dwelling units shall provide low- and moderate-income housing on-site or elsewhere in the Township. The number of affordable units to be provided shall be 20 percent of the residential units in the development. The provisions of this section shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more.

All affordable housing shall comply with the regulations of Section 25-18 of the Zoning Ordinance and other applicable requirements.

XI. RELATIONSHIP TO DEFINITE LOCAL OBJECTIVES

The Redevelopment Plan sets forth definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements. The following information supplements this section of the Original Plan and the previous Amendments by stating that the Redevelopment Plan is consistent with the most recent Master Plan reexamination and plan element updates adopted in 2019.

In addition, the Redevelopment Plan provides proposed locations for public electric vehicle charging infrastructure within the Redevelopment Area in a manner that appropriately connects with an essential public charging network. There are no existing affordable housing units within the redevelopment area, meaning no replacement units are specifically proposed as part of this Redevelopment Plan. However, the Redevelopment Plan does mandate the provision of low- and moderate-income dwelling units as a proportion of new residential development and therefore will address this objective.

XII. RELATIONSHIP TO MUNICIPAL DEVELOPMENT REGULATIONS

Remains unchanged from that of the Original Plan and the previous Amendments, except that the zoning districts in the Redevelopment Area will be superseded by the Redevelopment Plan Subareas map in this Fourth Amendment.

XIII. RELATIONSHIP TO OTHER PLANS

A. RELATIONSHIP TO MASTER PLANS OF ADJACENT MUNICIPALITIES

The Township of West Orange is bordered by nine municipalities: Essex Fells, Livingston, Maplewood, Millburn, Montclair, Orange, Roseland, South Orange and Verona. However, none of these communities directly abuts the Redevelopment Area. Further, the Redevelopment Plan provides for the redevelopment of previously developed properties in an area already served by infrastructure and transit. Therefore, the Redevelopment Plan would not have any impact on adjacent municipalities.

A comparison of the Redevelopment Plan as amended, including by this Third Amendment, to the Zoning Ordinance and Master Plan for the City of Orange shows that there is a mix of land uses on both sides of the Orange/West Orange municipal boundary to the east of the redevelopment area, including residential, industrial and commercial. Zone districts on the Orange side of the border include the CDA – Mixed Use zone, which is intended to phase out heavy industrial use and replace it with light industrial, residential and commercial uses, and the A-2 One, Two and More Residential Zone, which is intended for variety of housing types at moderate densities. The 2018 Orange Master

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Plan proposes changing these zone districts to the MX2 – Mixed-Use Mid-Density Residential & Commercial and R2 1 & 2 Family Residential zones, respectively. It also notes the uses along the border in both municipalities are consistent with and complement each other.

B. RELATIONSHIP TO THE ESSEX COUNTY MASTER PLAN

Although the County of Essex does not have a current Master Plan, the redevelopment of a section of West Orange well-served by existing infrastructure generally is considered consistent with the land use planning goals of the Essex County Planning Board.

C. RELATIONSHIP TO THE STATE DEVELOPMENT AND REDEVELOPMENT PLAN

The New Jersey State Development and Redevelopment Plan (SDRP) was originally adopted in 1992. The purpose of the SDRP according to the State Planning Act at N.J.S.A. 52:18A-200(f) is to:

“Coordinate planning activities and establish Statewide planning objectives in the following areas: land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination.”

A revised version of the plan was adopted by the State Planning Commission in 2001. While required by the State Planning Act to be revised and re-adopted every three years, the SDRP has only been re-adopted once during the 25 years since its original adoption. A new State Strategic Plan (SSP) has been proposed as the revision to the 2001 SDRP but has not been adopted as of 2021.

This Redevelopment Plan is thoroughly consistent with the SDRP and the draft SSP, as it epitomizes the smart growth principles set forth in both documents. In particular, the Redevelopment Plan promotes the reuse of developed property in an area well served by infrastructure and transit and is located proximate to highways and other transportation networks. The policies advanced in this Redevelopment Plan are consistent with the policies for Metropolitan Planning Areas (PA-1), which encourage efficient use of existing resources in urbanized areas. This Redevelopment Plan therefore furthers the goals, strategies and policies of the SDRP and the proposed SSP.

