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Documents:

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2. Public Meeting Agenda

Documents:

[PM 9.28.21.PDF](#)

3. Resolution(S)

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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](#)

3.II. 242-21

Documents:

[242-21 DUPLICATE PAYMENT RESOLUTION 3RDQTR2021.DOC](#)

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[243-21 TAX COLLECTOR - REFUND RESOLUTION 9.28.21.PDF](#)

3.IV. 244-21

Documents:

[244-21 RESOLUTION AUTHORIZING DISCHARGE OF MORTGAGE ON 32 ELM STREET.PDF](#)

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Documents:

[245-21 AUTHORIZING RETENTION OF MATRIX TO PERFORM PHASE I ENVIRONMENTAL SITE ASSESSMENTS FOR PROPERTIES IN THE DOWNTOWN REDEVELOPMENT AREA.PDF](#)

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[249-21 RAFFLE LICENSES 9.28.21.PDF](#)

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[250-21 REFUND RESOLUTION - 15 WATCHUNG AVENUE.PDF](#)

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3.XII. 252-21

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3.XIII. 253-21

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3.XV. 255-21

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255-21 GREENMAN - PEDERSEN PROPOSAL FOR PROFESSIONAL
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3.XVII. 257-21

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257-21 RESOLUTION - CME - ADDITIONAL SITE REMEDIATION SERVICES
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257-21 ATTACHMENT - CME PROPOSAL SITE REMEDIATION FIRE HOUSE
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RE PRISM PROPERTIES.PDF
258-21 SETTLEMENT AGREEMENT WORKING DRAFT PRISM.PDF

4. Ordinance(S) On Second And Final Reading

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2659-21 AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC -
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2660-21 BOND ORD. - ACQUISITION OF CRESTMONT COUNTRY CLUB
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5. Ordinance(S) On First Reading

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2658-21 ORDINANCE ESTABLISHING ALTERNATE ROUTE APPOINTMENTS
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2658-21 - N.J.S.A. 11A 4-13 EXEMPTION FROM CIVIL SERVICE LAW
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Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, September 28, 2021
Meeting No. 15

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 – National Preparedness Month – Abdur Yasin and Introduction of new CERT Director – Calogera McCormick**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
September 28, 2021 – Meeting No. 15

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 – Public Meeting Minutes September 14, 2021**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 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)**
 - b. 242-21 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of Taxes Due to a Duplicate Payment (Tax Collector)**
 - c. 243-21 Resolution Authorizing the Collector of Taxes to Refund Lien Payments Made in Error to the Listed Parties (Tax Collector)**
 - d. 244-21 Resolution Authorizing the Township to Execute and Record a Discharge of Mortgage for the Property at 32. Elm Street Following Repayment of All Amounts Due Under the Mortgage (Legal-Moon)**
 - e. 245-21 Resolution Authorizing Retention of Matrix to Perform Phase I Environmental Site Assessments for Properties in the Downtown Redevelopment Area (Legal-Trenk)**
This resolution was approved by Council on September 17, 2021 via email, and will be memorialized this evening.
 - f. 246-21 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of 2021 Annual Sewer Charge (Tax Collector)**

- g. 247-21** Resolution Rejecting the Bids Received on August 19, 2021 for On-Call Electrician Services and Repairs for Various Town Facilities for a Period of Two Years with an Option to Extend One Year and Authorizing the Acting Purchasing Agent to Re-Bid and Advertise (Reynolds)
- h. 248-21** Resolution Rejecting the Bids Received on August 19, 2021 for On-Call Plumbing Services and Repairs for Various Town Facilities for a Period of Two Years with an Option to Extend One Year and Authorizing the Acting Purchasing Agent to Re-Bid and Advertise (Reynolds)
- i. 249-21** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- j. 250-21** Resolution Authorizing the Refund of a Tax Overpayment – 15 Watchung Avenue (Tax Collector)
- k. 251-21** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Veteran Exemption (Tax Collector)
- l. 252-21** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Tax Collector)
- m. 253-21** Resolution Authorizing Cost of Mailing for Electronic Tax Sale (Tax Collector)
- n. 254-21** Resolution Authorizing the Submission of an Application to the New Jersey Department of Transportation's Safe Routes to School Program 2022 (Kapura)
- o. 255-21** Resolution Authorizing a Professional Services Contract be Awarded to Greenman – Pedersen Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 to Provide Professional Land Surveying Services to Prepare the Two Minor Subdivision Plans for a Fee NTE \$10,650.00. (Lepore)
- p. 256-21** Resolution Authorizing a Professional Services Contract be Awarded to Greenman – Pedersen Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 to Provide Professional Engineering and Traffic Services to Perform Traffic Counts at Three Intersections for a Fee NTE \$3,800.00. (Lepore)
- q. 257-21** Resolution Authorizing a Professional Services Contract be Awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey, 08852 to Provide Professional Environmental and Licensed Site Remediation Services to Perform Additional Groundwater Vertical Delineation to Complete the Groundwater Remedial Investigation at Fire House No. 4 for a Fee NTE \$9,200.00. (Lepore)

9. Ordinances on Second and Final Reading

- a. 2659-21** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-19, Through Street and Subsection 7-21.2, Multi-Way Stops Near Schools, Playgrounds and Youth Recreational Facilities of the Revised General Ordinances of the Township of West Orange (Lepore)
- b. 2660-21** Bond Ordinance Providing for the Acquisition of Real Property Commonly Known as Block 174, Lot 1 from the Crestmont Country Club, by and in the Township of West Orange, County of Essex, State of New Jersey Appropriating \$4,700,000 from the Open Space Trust Fund Therefor and Authorizing the Issuance of \$4,476,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof (Legal-Johnson)

10. Ordinances on First Reading

- a. 2658-21** An Ordinance Amending Chapter 2, Section 14.5 and Establishing Chapter 2, Section 14.9 of the Revised General Ordinances of the Township of West Orange (Appointment of Police Department, Officers and Personnel) Legal-Moon
This Ordinance updates the hiring procedures for the West Orange Police Department to authorize the hiring of entry level positions through the alternate route system recently established by state statute and also establishes an anti-nepotism policy for the West Orange Police Department as required under the statute.

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): October 12, 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 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: September 28, 2021

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this _____ day of September, 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.

242-21
September 28, 2021

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND
PAYMENT TO THE LISTED TAXPAYER DUE TO AN OVERPAYMENT OF
TAXES DUE TO A DUPLICATE PAYMENT**

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the third quarter 2021 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.

Block	Lot	Name & Address	Amount
114	72	Dorvil Dort 20 Erwin Place West Orange, NJ 07052	\$4,352.00

TOTAL: \$4,352.00

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

Cindy Matute-Brown
Council President

Adopted: September 28, 2021

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

John O. Gross, Chief Financial Officer

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND LIEN PAYMENTS MADE IN ERROR TO THE LISTED PARTIES**

WHEREAS, payment to redeem tax lien was received but they party had no legal interest in the property and the payments received must be refunded;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that listed parties are entitled to refunds to the extent of such payments made in error;

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 parties on the attached list sums in full and final satisfaction of the payments made in error.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
161.01	23	Ditmas Park Capital, LP 11 Hawk Way Lakewood, NJ 08701	\$34,703.48
161.01	23	Track Data Corp 11 Hawk Way Lakewood, NJ 08701	\$34,703.48
TOTAL:			\$ 69,406.96

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

Cindy Matute-Brown
Council President

Adopted: September 28, 2021

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, on July 23, 2009, a mortgage was made by John-Michael and Emma Kobes (the “Owners”), the owners of the property at 32 Elm Street (the “Property”) as part of a loan through the West Orange Housing Rehabilitation Program in the amount of \$20,000; and

WHEREAS, the mortgage for the Property was recorded on October 6, 2009 with the Essex County Register of Deeds and Mortgages in Book 12220, Page 8705; and

WHEREAS, the Owners have since repaid the Township the amount borrowed in full; 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: September 28, 2021

RESOLUTION

WHEREAS, on or about June 1, 2018, the Township of West Orange (the “Township”) entered into an Amended and Restatement Redevelopment Agreement (the “Redevelopment Agreement”) with PRISM Green Associates IV, LLC (“Prism”) governing the terms and conditions for the Downtown Redevelopment consistent with the Redevelopment Plan for the Downtown Redevelopment; and

WHEREAS, on May 25, 2021, the Township declared default under the Redevelopment Agreement which lead to Prism’s filing of a lawsuit in the Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-5706-21 (the “Lawsuit”); and

WHEREAS, the Township and Prism have entered into a tentative settlement agreement to resolve the Lawsuit which includes the Township’s acquisition of certain property within the Downtown Redevelopment (the “Properties”); and

WHEREAS, the Township requires to performance of Phase I Environmental Site Assessments for the Properties as part of the due diligence to acquire the Properties; and

WHEREAS, Matrix New World with offices at 26 Columbia Turnpike, Florham Park, New Jersey 07932 (“Matrix”) provided the Township a proposal to perform the Phase I Environmental Site Assessments for the Properties, annexed hereto as Exhibit “A” (the “Proposal”); and

WHEREAS, on the Proposal provides that Matrix will perform he Phase I Environmental Site Assessments for the Properties for a lump sum fee of \$59,800.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township authorizes the retention of Matrix for

the preparation and performance of the Phase I Environmental Site Assessments for the Properties pursuant to the Proposal annexed hereto as Exhibit “A;” and be it further

RESOLVED, that Mayor Robert D. Parisi is hereby authorized to execute any agreement or document required to effectuate the retention of Matrix consistent with the Proposal annexed hereto as Exhibit “A;” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor’s signature.

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

Cindy Matute-Brown
Council President

Approved: September
Memorialized: September 28, 2021

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

John O. Gross, CFO

Exhibit “A”

September 14, 2021

Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Attention: John Gross

Re: Proposal for ASTM Phase I Environmental Site Assessments
28 Babcock Place (Block 116.02 Lot 12)
55 Lakeside Avenue (Block 115 Lot 15)
55 Lakeside Avenue (Block 115 Lot 17)
38-40 Ashland Avenue (Block 64 Lot 22)
24 Ashland Avenue (Block 64 Lot 28)
22-26 Ashland Avenue (Block 64 Lot 30)
20 Ashland Avenue (Block 64 Lot 31)
18 Ashland Avenue (Block 64 Lot 32)
12-16 Ashland Avenue (Block 64 Lot 33, 34, & 34.01)
West Orange, New Jersey 07052
Matrix Proposal No. 21-1041

Dear Mr. Gross:

At your request, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide the Township of West Orange (Client) this proposal for the performance of a nine Phase I Environmental Site Assessments (Phase I ESA) in accordance with the ASTM International E1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-13) for the above-referenced properties.

SITE BACKGROUND

Matrix understands that the following properties are being acquired by the Township of West Orange through litigation for future redevelopment in the Town's downtown corridor:

- 28 Babcock Place (Block 116.02 Lot 12). This property is approximately 0.1779 acres of vacant land. Historically, this property was developed with a structure.
- 55 Lakeside Avenue (Block 115 Lot 15). This property is approximately 9-acres consists of one large structure and an asphalt paved parking lot. Based on New Jersey Department of Environmental Protection (NJDEP) DataMiner, the property has a Program Interest (PI) Number 027166, Industrial Site Recovery Act (ISRA) Case Nos. E97095, E97039, E98185, E98186, E98187, E20070415, E20070213, and E20020198, and NJDEP Incident Case No. 98-07-06-1518-44. No further action (NFA) - entire site letters have been issued by the NJDEP for ISRA Case Nos. E97095 and E97039 and NJDEP Incident Case No. 98-07-06-1518-44 and a NFA – area of concern was issued by the NJDEP for ISRA Case Nos. E98185 and E98187. The last milestone report that was submitted to the NJDEP was a Site Investigation Report (SIR) in October 2009 for ISRA Case No. E20070213. The Remedial Investigation Regulatory Timeframe was March 1, 2017, and the Remedial Action Regulatory Timeframe is February 28, 2022 for ISRA Case No. E20070415. A NJDEP Case Manager, Gary Greulich, has been assigned to this ISRA Case No and a Remedial Investigation Report (RIR) is due. The Remedial Investigation

Regulatory Timeframe was March 1, 2019, and the Remedial Action Regulatory Timeframe is March 1, 2024 for ISRA Case No. E20070213. The retained LSRP for this ISRA Case No. is Mark Pietrucha and a RIR is due to the NJDEP. Finally, the Remedial Investigation Regulatory Timeframe was March 1, 2019, and the Remedial Action Regulatory Timeframe is February 28, 2022 for ISRA Case No. E20020198. A Preliminary Assessment Report (PAR), SIR, and RIR are due for this ISRA Case No.

- 55 Lakeside Avenue (Block 115 Lot 17) – This property is approximately 2.05 acres of vacant land. Historically, it appears this property was developed with at least one large structure from at least the 1930s to the 1970s. It was most recently used as a laydown yard and/or a parking lot. Based on NJDEP GeoWeb and NJDEP DataMiner, the property was identified as Co Jac Finishers, Inc. with PI Nos. 08085 (Air Program) and 77228300000 (Right to Know Program).
- 38-40 Ashland Avenue (Block 64 Lot 22) – This property is approximately 0.146 acres of vacant land. Historically, it appears this property was utilized as a parking lot.
- 24 Ashland Avenue (Block 64 Lot 28) – This property is approximately 0.185 acres of vacant land (asphalt paved). Historically, it appears the property was utilized as a parking lot. Based on NJDEP GeoWeb and NJDEP DataMiner, the property was identified as Hunterdon County ESC (32 Ashland Avenue) with PI No 476893 (Mobile Source Program). However, this appears to be mapped on the incorrect property.
- 22-26 Ashland Avenue (Block 64 Lot 30) – This property is approximately 0.107 acres of vacant land (asphalt paved). Historically, it appears the property was utilized as a parking lot.
- 20 Ashland Avenue (Block 64 Lot 31) - This property is approximately 0.1116 acres of vacant land (asphalt paved). Historically, it appears the property was developed with a rectangular structure from at least 1950s to 2018.
- 18 Ashland Avenue (Block 64 Lot 32) – This property is approximately 0.1171 acres of vacant land (grass and asphalt paved). Historically, it appears the property was utilized as a parking lot.
- 12-16 Ashland Avenue (Block 64 Lots 33, 34, 34.01) – This property is approximately 0.568 acres of vacant land (concrete and asphalt paved) with a former rail spur running through Lots 34.01 and 34. Historically, it appears the property was developed with a large structure from at least 1930s to at least 2015 on Lot 33. Most recently the property was utilized as a parking lot.

Matrix further understands that these Phase I ESAs are being performed in anticipation of a business transaction involving the above referenced properties.

PROPOSED SCOPE OF SERVICES

The purpose of these Phase I ESAs is to identify *Recognized Environmental Conditions* (RECs) at the above referenced properties, as defined by the ASTM E1527-13 standard, which is expected to meet the requirements of the “All Appropriate Inquiry” (AAI) Final Rule (40 CFR §312). This proposal does not include costs to conduct sampling.

The scope of services for these proposed Phase I ESAs includes the following tasks:

- Perform a Site and vicinity reconnaissance (limitations due to snow cover, pools of water, cover vegetation, storage, or debris, etc. will be noted in the report) of each property;
- Provide a description of current Site operations;

- Conduct a historical source review and provide a description of historical Site conditions;
- Conduct interviews of individuals with knowledge of or familiarity with the properties, including present and past owners, operators and/or occupants of the properties and/or local officials, as applicable. Please inform us if this is a cause for concern for reasons of confidentiality with the proposed business transaction;
- Conduct a review of readily available and reasonably ascertainable federal, state, and local government records concerning the properties and adjoining properties. If the property or any adjoining properties is identified, pertinent regulatory files and/or records associated with the listing may be reviewed. Costs to obtain and review file information for adjoining and/or surrounding properties (i.e., other than that included in the standard environmental record sources reviewed for the Site) are not included in this cost estimate; if necessary, a separate cost estimate will be prepared to obtain and review these files. If, in the environmental professional's opinion, such a review is not warranted, the environmental professional will explain in the report the justification for not conducting the regulatory file review;
- Conduct a review of previous environmental reports/documentation, as provided to Matrix;
- Conduct a review of environmental liens, if provided or authorized to obtain by the User (see below); and
- Prepare a report summarizing findings, opinions, and conclusions (see below).

According to the ASTM E1527-13 standard, a Phase I ESA is considered valid if completed within 180 days prior to the date of acquisition of the subject property or (for transactions not involving an acquisition) the date of the intended transaction. If the Phase I ESAs are completed between 180 days and one year of the date of acquisition or (for transactions not involving an acquisition) the date of the intended transaction, several components of the assessment will need to be updated, including the following tasks:

- Conduct a follow-up inspection of the subject and surrounding properties;
- Interview past and present owners, operators, and occupants;
- Review of federal, tribal, state, and local government records;
- Search for recorded environmental cleanup liens; and
- Issue a signed declaration of the environmental professional.

If updated Phase I reports are requested, Client will be advised of the additional costs.

USER RESPONSIBILITIES

The completion of a Phase I ESA is intended to satisfy one of the requirements for the "User" to qualify for the *innocent landowner*, *contiguous property owner*, or *bona fide prospective purchaser* limitations pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), thereby constituting *all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial or customary practice* as defined by 42 U.S.C. §9601(35)(B) of CERCLA.

Section 6 of the ASTM E1527-13 standard describes the tasks to be performed by the "User" of the Phase I ESAs in order to qualify for one of the above-listed Landowner Liability Protections (LLPs). A User is defined by the ASTM E1527-13 standard as *the party seeking to use Practice E1527 to complete an environmental site assessment of the property. A User may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of the property, a lender, or property*

manager. Based on this definition, Matrix understands that the User(s) associated with this Phase I ESA proposal is the Client, listed above.

To ensure that the Phase I ESAs are as complete and accurate as possible, and pursuant to the ASTM E1527-13 standard, the User has certain responsibilities including the following:

1. Review land title records for environmental liens or Activity and Use Limitations (AULs), and report the results of this review to Matrix;
2. Communicate any specialized knowledge and any commonly known or reasonably ascertainable information regarding RECs at the properties to Matrix;
3. If the Phase I ESAs are required as part of a real estate transaction, and the purchase price is below market value, explain to Matrix why the price is below market value;
4. Make known to Matrix the reason why the Phase I ESAs are being performed. If the purpose of the Phase I ESAs is not identified to Matrix, Matrix shall assume the purpose is to qualify for Landowner Liability Protection (LLP) to CERCLA liability; and
5. Identify a property owner, environmental manager, or other person(s) with knowledge about the Site who can be interviewed as part of the Phase I ESAs; specifically, if the Site owner is the User. It is important that the person(s) identified have extensive knowledge of the properties.

If the Phase I reports will be used by a User different than the User(s) for whom the assessment was originally prepared, the subsequent User must also satisfy the User's Responsibilities, as outlined above.

Consistent with the ASTM E1527-13 standard, **an interview questionnaire is included with this proposal (Appendix A) and is to be completed by the User, the Site owner, and the Site Operator(s)/Occupant(s) including the Key Site Manager and returned to Matrix before the Site reconnaissance is conducted for each Property.** If preferred, this questionnaire can instead be completed via telephone with Matrix prior to the Site reconnaissance.

The following information, if available, should be forwarded to Matrix upon proposal authorization:

- Previous environmental assessments, reports, and analytical data for each property;
- Site plans, surveys, property appraisals and historical drawings related to each property, especially plumbing diagrams; and
- Property ownership and tenant history for each property.

All identified documents related to previous environmental activities must be reviewed to complete the Phase I ESAs. Therefore, if the entire file cannot be provided by the Client, Matrix will submit an Open Public Records Act (OPRA) request to local and/or State regulatory authorities and/or Federal regulatory authorities, as necessary.

In addition, it is expected that readily available "Helpful Documents" as defined by the ASTM E1527-13 standard (i.e. prior environmental or remediation reports, environmental registrations, permits, etc.) will be provided to Matrix within the timeframe and scope of the project.

Please note, the Phase I assessments will be prepared for due diligence purposes and will not be conducted under the direction of a Licensed Site Remediation Professional (LSRP). This proposal does not include costs to retain a LSRP or prepare the documents and forms necessary to qualify for a Response Action outcome (RAO) letter. Should a RAO letter be required, additional tasks will be necessary and additional costs will be incurred; this proposal does not include the necessary scope of work and cost estimate to address these additional activities.

ADDITIONAL TASKS: ASTM NON-SCOPE CONSIDERATIONS (IF APPLICABLE)

There are numerous conditions that could result in environmental liability or affect the value of a property that are not specifically included in a Phase I ESA scope of work. For example, the presence of asbestos in a building is not a REC pursuant to the ASTM Standard and thus investigation for asbestos is not part of the Phase I ESA scope of work. However, the existence of asbestos could be an important factor in property acquisition decisions. The ASTM Standard refers to these additional factors as “business environmental risks”, which are defined as “risks that can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice.”

Typical business environmental risk considerations include, but are not limited to, the following:

- Asbestos-containing building materials
- Radon
- Lead-based paint
- Lead in drinking water
- Wetlands
- Regulatory compliance
- Cultural and historic resources
- Industrial hygiene
- Health and safety
- Ecological resources
- Endangered species
- Indoor air quality unrelated to *releases of hazardous substances or petroleum products* into the environment
- Biological agents
- Mold

Pursuant to the Client’s request, no ASTM non-scope considerations are included in this proposal.

REPORT

The electronic DRAFT reports will be issued for your review and comment. Upon receipt and consideration of your comments, the FINAL reports will be issued upon your authorization. The FINAL reports will be provided in electronic format via electronic mail, or via a cloud-based link if the file size is too large to e-mail.

COST

Charges for services and reimbursable expenses will be based on a lump sum basis. We propose a lump sum cost of **\$59,800** for the services outlined in the above scope of work for the nine properties. If Client requests changes to the scope of work described herein, or requests additional services, Matrix will prepare a Contract Amendment Request (CAR) for Client’s acceptance prior to execution of the work. Each CAR will set forth an adjustment to the initial approved budget.

This cost estimate assumes the following:

- Access to the nine properties and all on-site structures will be coordinated by the Client or Client representative. Additional Site visits due to lack of access will incur additional costs;
- The nine Site visits (including travel time) can be conducted in two eight-hour days by one Matrix professional;
- The review of pertinent Site regulatory files or records for the nine properties can be completed within 16 hours. If additional costs are necessary to review the available files, a separate cost estimate will be provided. The ASTM E1527-13 standard identifies *reasonably ascertainable sources* as information that can be provided within 20 calendar days of receiving a written, telephone, or in-person request from the source at no more than a nominal cost intended to cover the source’s cost of retrieving and duplicating the information. File information included in this proposed assessment must be provided within the schedule outlined below. Failure to

provide this information to Matrix could result in a determination that “all appropriate inquiries” is incomplete;

- Should the schedule be revised, or project be put on “hold” by the Client, all costs incurred by Matrix up to the notification of change of schedule or “hold” status will be billed to the Client. Additional fees that Matrix may incur once the project has resumed will also be billed to the Client in addition to the below-quoted fee;
- No delays beyond Matrix’s control will be encountered in performing the scope of services such as unforeseen travel circumstances, inclement weather, and conditions deemed unsafe by Matrix personnel, etc.;
- This assessment is not funded with a federal grant awarded under the U.S. EPA Brownfields Assessment and Characterization program; and

This above lump sum cost does not include a search for environmental liens and activity use limitations that may appear on recorded land titles. The search is a *User requirement* pursuant to the ASTM E1527-13 standard and must be performed in order to comply with the ASTM E1527-13 standard. The search differs from a standard chain of title search in that standard chain of title searches do not typically document environmental liens and activity use restrictions.

If regulatory files are available for review, additional costs and time may be necessary in order to conduct the file review and incorporate pertinent information into the Phase I ESA reports. If additional costs become necessary to complete the project due to unforeseen circumstances, Client will be advised.

The cost includes addressing one round of DRAFT reports comments from Client or Client’s representative. Should additional reviews of the DRAFT reports be necessary, or paper or compact disk copies be requested by the Client, the additional expenses will be provided for your authorization.

SCHEDULE

Notwithstanding any delays caused by other parties, such as regulatory authorities, Matrix can complete the above scope of work, assuming timely access to the Site is obtained by Matrix, by October 29, 2021 as long as an authorized proposal is received by Matrix in a timely manner.

FEE STRUCTURE

The lump sum cost given above is based on Matrix’s best judgment regarding the scope of work outlined above; however, Matrix cannot guarantee the final cost if additional work or any other services not specifically included in the scope of work are requested or required.

Client agrees to pay for all services and reimbursable expenses in accordance with the attached Terms and Conditions and, for all additional or out-of-scope activities, with the attached Schedule of Fees (**Appendices B** and **C**, respectively).

PROPOSAL PERIOD

This proposal is valid for a period of 45 days, from the date on this proposal.

RELIANCE

The Phase I ESA reports will be prepared for use by Client and the User(s), if different than Client; reliance on the Phase I ESA reports does not extend to any third party without the express written permission of Matrix.

Client, and User(s), if applicable, can rely on the Phase I ESA reports for a period up to 180 days prior to the date of acquisition of the properties (i.e., the date on which title to properties are acquired by Client/User(s)) or (for transactions not involving an acquisition) the date of the intended transaction.

CLOSING

If the scope of services, letter agreement, and Terms and Conditions are acceptable, please sign below and return to Matrix. We appreciate the opportunity to assist you and look forward to working with you on this project. Please do not hesitate to contact me at (973) 240-1800 or amolnar@mnwe.com if you have any questions regarding this proposal.

Sincerely,



Allison Molnar
Project Manager

Enclosures:

- Appendix A – User/Site Owner/Operator(s)/Occupant(s) Questionnaire
- Appendix B – Matrix Standard Terms and Conditions
- Appendix C – Matrix Fee Schedule

PROPOSAL ACCEPTANCE

The signature below, by a duly authorized representative of Client, indicates acceptance of the above referenced proposal and all attachments including the Terms and Conditions without exception. Acceptance is limited to the terms stated in this proposal, and any additional or different terms are rejected unless expressly agreed to in writing by Matrix.

Name (please print)

Title (please print)

Signature

Company Name (please print)

Phone Number

E-mail Address

*Date***Contact Information for Invoice (if different than above):**

Name (please print)

Title (please print)

Signature

Company Name (please print)

Street Address, City, State, Zip

Phone Number

E-mail Address

Date

APPENDIX A
USER/SITE OWNER/OPERATOR(S)/OCCUPANT(S) QUESTIONNAIRE

Matrix New World Engineering
Questionnaire for Site owner / Site Operator(s)/Occupant(s) including the Key Site Manager / User

Subject Property Name:			
Subject Property Address:			
QUESTION	YES (*)	NO	UNK?
1. Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property?			
2. Are you are aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on or from the subject property?			
3. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?			
4. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?			
5. Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?			
6. As the User of this Environmental Site Assessment (ESA) do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants?			
7. Are you aware of commonly known or reasonably ascertainable information about the property? For example: Do you know the past uses of the property?			
8. Do you know specific chemicals that are present or once were present at the property?			
9. Do you know of spills or other chemical releases that have taken place at the property?			
10. Do you know of environmental cleanups that have taken place at the property?			
11. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?			
12. Has a title search been performed? If yes, please attach.			
13. Is the property or has the property been used as a gasoline station, motor repair facility, commercial printing, dry cleaners, photo developing, landfill, industrial use, waste treatment or disposal facility?			
14. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals at the subject property?			

Matrix New World Engineering
Questionnaire for Site owner / Site Operator(s)/Occupant(s) including the Key Site Manager / User

QUESTION	YES (*)	NO	UNK?
15. Are there currently any industrial drums or chemicals at the subject property?			
16. Are you aware of contaminated fill at the subject property? (i.e. Fill dirt from off-site.)			
17. Are there currently any pits, ponds, or lagoons in connection with waste disposal or treatment at the subject property?			
18. Are there any current or previous underground storage tanks or aboveground storage tanks at the subject property?			
19. Are there currently any vent pipes, fill pipes, or access ways protruding from the ground at the subject property?			
20. Is the subject property served by a private well and or a private septic system?			
QUESTION	YES	NO	UNK?
21. Does the property discharge industrial wastewater (excluding sanitary sewer)?			
22. Are there any monitoring wells at the subject property?			
23. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If there is a difference, it is because of known contamination?			
24. What type of property transaction is being performed? i.e. sales, <u>purchase</u> , exchange, refinance?	Purchase & sale		
Please provide the following documentation to Matrix, if available: - Previous Phase I Environmental Site Assessments - Environmental Compliance Audit Reports - Registrations for USTs and/or ASTs - Asbestos or Lead-Based Paint reports - Hazardous waste generator notices - Geotechnical reports - Environmental permits - Registrations for underground injection systems			
PRINT NAME	SIGN NAME	TITLE	
COMPANY NAME	USER – YES / NO	DATE	

Matrix New World Engineering
Questionnaire for Site owner / Site Operator(s)/Occupant(s) including the Key Site Manager / User

If “Yes” checked above, please provide explanation below and/or attach additional pages, as necessary:

APPENDIX B
MATRIX STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

APPENDIX C
MATRIX FEE SCHEDULE

2021 FEE SCHEDULE

TITLE	HOURLY RATE
Executive Engineer	\$275.00
Principal	\$230.00
Senior Technical Director	\$200.00
Senior Project Manager	\$190.00
Technical Director	\$180.00
Senior Technical Manager	\$170.00
Project Manager	\$160.00
Senior Project Professional	\$155.00
Project Professional	\$150.00
Senior Project Specialist	\$145.00
Project Specialist	\$140.00
Senior Technical Professional	\$130.00
One-Man Robotic Crew	\$125.00
Senior Technical Specialist	\$115.00
Technical Specialist	\$105.00
Senior Data/Field Specialist	\$100.00
Second Survey Crew Member	\$100.00
Data/Field Specialist	\$90.00
Senior Technical Assistant	\$85.00
Technical Assistant	\$80.00
Junior Technical Assistant	\$75.00
Junior Data/Field Technician	\$70.00
Data Entry Specialist	\$60.00

2021 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$250.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage, charged at Federal prevailing rates.

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF 2021 ANNUAL SEWER CHARGE**

WHEREAS, certain West Orange property owner has made an overpayment for the 2021 annual sewer charge;

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 annual sewer charge.

Block	Lot	Name & Address	Amount
35	7.02	Reynolds Bridgpal 1275 Clover Street Rochester, NY 14610	\$362.21
TOTAL:			\$362.21

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

Cindy Matute-Brown
Council President

Adopted: September 28, 2021

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids for On-Call Electrician services and Repairs for various town facilities for a period of two years and an option to extend one year, in accordance with specifications on file in the office of the Acting Purchasing Agent; and

WHEREAS, on August 19, 2021, four bids were received, duly opened and read aloud; and

WHEREAS, the Acting Purchasing Agent and Township Engineer reviewed the bids and need to modify the bid specifications to include all prevailing wage titles for the craft of Electrician; and

WHEREAS, the Local Public Contracts Law, specifically N.J.S.A. 40A:11-13.2 authorizes a municipality to reject all bids; and

BE IT RESOLVED, by the Council of The Township of West Orange that:

The Bids received by the Acting Purchasing Agent of the Township of West Orange on August 19, 2021, for On-Call Electrician and Repairs, be and the same are hereby rejected.

The Acting Purchasing Agent is hereby authorized and directed to immediately return to said bidders any bid bonds, certified checks, or other forms of security submitted by such bidders.

The Acting Purchasing Agent of The Township of West Orange is hereby authorized and directed to re-advertise for bids, at which time such bids submitted shall be publicly opened and read aloud.

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

Cindy Matute-Brown, Council

Adopted: September 28, 2021

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids for On-Call Plumbing services and Repairs for various town facilities for a period of two years and an option to extend one year, in accordance with specifications on file in the office of the Acting Purchasing Agent; and

WHEREAS, on August 19, 2021, three bids we received, duly opened and read aloud; and

WHEREAS, the Acting Purchasing Agent and Township Engineer reviewed the bids and need to modify the bid specifications to include all prevailing wage titles for craft of plumber; and

WHEREAS, the Local Public Contracts Law, specifically N.J.S.A. 40A:11-13.2 authorizes a municipality to reject all bids; and

BE IT RESOLVED, by the Council of The Township of West Orange that:

The Bids received by the Acting Purchasing Agent of the Township of West Orange on August 19, 2021, for On-Call Plumbing and Repairs services for various town facilities, be and the same are hereby rejected.

The Acting Purchasing Agent is hereby authorized and directed to immediately return to said bidders any bid bonds, certified checks, or other forms of security submitted by such bidders.

The Acting Purchasing Agent of The Township of West Orange is hereby authorized and directed to re-advertise for bids, at which time such bids submitted shall be publicly opened and read aloud.

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

Cindy Matute-Brown, Council

Adopted: September 28, 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>
PTA Kelly Elementary	Off Premise Merchandise October 30, 2021	555 Pleasant Valley Way	7735

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

Cindy Matute-Brown
Council President

Adopted: September 28, 2021

**RESOLUTION AUTHORIZING THE
REFUND OF TAX OVERPAYMENT**

WHEREAS, property taxes were overpaid on the property listed below; and

WHEREAS, the owner of the property listed below has requested a refund of the duplicate payment;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange hereby authorizes that the Tax Collector transfer the overpayment in the amount of \$4355.58 directly to the taxpayer as follows:

ADDRESS	15 WATCHUNG AVE	
BLOCK	132	
LOT	15	
QUAL		
NAME	WEDGEWOOD, LLC	
ADDRESS	2015 Manhattan Beach Blvd.	
	Suite #100	
	Redondo Beach, CA 90278	
AMOUNT	\$4,355.58	

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

Cindy Matute-Brown
Council President

Adopted : September 28, 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	7 POWELL DRIVE		EXEMPT	5/10/2021
BLOCK	168.07		DATE	
LOT	20			
QUAL				
2021 PAYMENTS				
2021	DATE	AMOUNT	DAYS	REFUND DUE
Q2	5/10/2021	\$ 5,365.00	50	\$ 2,980.56
Q3	8/1/2021	\$ 5,520.00	90	\$ 5,520.00
TOTAL				\$ 8,500.56
PAYABLE TO:				
Florian Mihai				
7 Powell Drive				
West Orange, NJ 07052				

ADDRESS	15 WESTWOOD NORTH		EXEMPT	8/20/2021
BLOCK	172.14		DATE	
LOT	37			
QUAL				
2021 PAYMENTS				
2021	DATE	AMOUNT	DAYS	REFUND DUE
Q3	8/20/2021	\$ 2,769.00	40	\$ 1,230.67
TOTAL				\$ 1,230.67
PAYABLE TO:				
Anthony & Kemalyn Gunn				
15 Westwood Drive North				
West Orange, NJ 07052				

ADDRESS	26 BLACKBURNE		EXEMPT	7/23/2021
BLOCK	153.15		DATE	
LOT	14			
QUAL				
2021 PAYMENTS				
2021	DATE	AMOUNT	DAYS	REFUND DUE
Q3	7/23/2021	\$ 3,072.00	67	\$ 2,286.93
TOTAL				\$ 2,286.93
PAYABLE TO:				
Justin & Valerie Brock				
26 Blackburne Terrace				
West Orange, NJ 07052				

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

Cindy Matute-Brown
Council President

Adopted : September 28, 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	424 EAGLE ROCK AVENUE		DATE:	8/31/2021	
BLOCK	111				
LOT	1.08				
QUAL					
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2019	\$ 2,510,500.00	\$ 2,250,000.00	\$ 260,500.00	4.161	\$ 10,839.41
2020	\$ 2,510,500.00	\$ 2,250,000.00	\$ 260,500.00	4.284	\$ 11,159.82
TOTAL					\$ 21,999.23
<u>PAYABLE TO:</u>					
Chiesa, Shahinian, & Giantomasi Trust Account					
Attn: John R. Lloyd Esq.					
One Boland Drive					
West Orange, NJ 07052					

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

Cindy Matute-Brown
Council President

Adopted : September 28, 2021

**RESOLUTION AUTHORIZING COST OF MAILING
FOR ELECTRONIC TAX SALE**

WHEREAS, NJSA 54:5-19.1 authorizes municipalities to conduct electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

WHEREAS, the rules and regulations require a municipality to send two (2) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of \$25.00 per notices for the creation, printing and mailing of said notice; and

WHEREAS, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the Township of West Orange will charge \$25.00 per notice mailed which will be assesses specifically to the delinquent accounts that are causing the need for a tax sale and not the general tax base.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange hereby authorized and directed to be charged for each notice of tax sale that is send in conjunction with the 2021 electronic tax sale.

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

Cindy Matute-Brown
Council President

Adopted : September 28, 2021

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

Resolution No. 254-21

Dated: September 28, 2021

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION'S SAFE ROUTES TO
SCHOOL PROGRAM 2022**

WHEREAS, the FY2022 Safe Routes to School Program ("Program") provides federal funds for infrastructure projects that facilitate walking and/or bicycling to school, including the construction or installation of sidewalks, crosswalks, signals, traffic-calming measures, and bicycle facilities; and

WHEREAS, the Township of West Orange, in coordination with the West Orange Board of Education, has worked diligently to implement projects that improve the accessibility, safety, use, and maintenance of the areas surrounding schools within the community; and,

WHEREAS, the FY2022 Program is being administered by the New Jersey Department of Transportation; and

WHEREAS, no municipal matching funds are required through this Program; and

WHEREAS, the Township of West Orange wishes to apply for these grant funds in an amount not to exceed \$1,000,000.00 for the West Orange Safe Routes to School Project;

NOW, THEREFORE, BE IT RESOLVED, by the Township of West Orange Council as follows:

- A. The Mayor and Council of the Township of West Orange, in the County of Essex, State of New Jersey, formally authorize the Mayor and Clerk to submit an electronic grant application identified as "*SRS-2022-West Orange Safe Routes to School P-00038*" to the New Jersey Department of Transportation for funding under the 2022 Safe Routes to School Program on behalf of the Township of West Orange.
- B. This project involves roadways that are owned and maintained by both the Township of West Orange and by the County of Essex and the County of Essex will document a clear commitment in support the Township's application and to maintain the right of way within project area as it always has. This document will also make clear the boundaries of ownership between the County of Essex and the Township of West Orange.

- C. Following the completion of the proposed project, the Township of West Orange will assume maintenance responsibility over all improvements completed with grant funding awarded under the FY2022 Safe Routes to School Program; and,
- D. The Township of West Orange is designating Leonard Lepore P.E., Municipal Engineer/Director of Public Works as the “responsible charge” for this program. Leonard Lepore is a full-time employee of the Township of West Orange in the role of Municipal Engineer/Director of Public Works and will be the responsible charge for the proposed Federal-aid construction project.
- E. Upon receipt of a grant award, the Mayor, or those in said title, is hereby authorized to sign the grant agreement on behalf of West Orange Township and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.
- F. This resolution shall take effect immediately upon passage.

Dated: September 28, 2021

I, Karen J. Carnevale, Municipal Clerk, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Council held on September 28, 2021.

Karen J. Carnevale
Municipal Clerk

RESOLUTION

WHEREAS, the Township of West Orange desires to sell substandard undersized parcels of Township owned property in Blocks 175.08 and 175.13 on Mellon Avenue to adjoining property owners; and

WHEREAS, the specific parcels are Block 175.08, Lot 9 and Block 175.13, Lot 3; and

WHEREAS, the Township proposes to subdivide the easterly 50 feet of Block 175.08, Lot 9 and convey it to the owner of Block 175.08, Lot 12; and

WHEREAS, the Township also proposes to subdivide Block 175.13, Lot 3 in half and convey each parcel to an adjoining property owner; and

WHEREAS, to subdivide each parcel the services of Professional Land Surveyor are required; and

WHEREAS, the Municipal Engineer requested a proposal from Greenman - Pedersen, Inc., to prepare the two minor subdivision plans; and

WHEREAS, Greenman – Pedersen, Inc. submitted a proposal dated September 14, 2021 to provide these Professional Land Surveying Services for a fee not to exceed \$10,650.00; and

WHEREAS, the proposal of Greenman – Pedersen, Inc., is acceptable to the Municipal Engineer indicated in his letter dated September 22, 2021; and

WHEREAS, Greenman – Pedersen responded to the Township's Request for Qualifications for Professional Services for 2021; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a Professional Services Contract be awarded to Greenman – Pedersen Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 to provide Professional Land Surveying Services to prepare the two minor subdivision plans in accordance with their proposal dated September 14, 2021 for a fee not to exceed \$10,650.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

Karen Carnevale, Municipal Clerk

Cindy Matute - Brown, Council President

Adopted: September 28, 2021

I hereby certify funds are available from:

ACCOUNT NO.
2019 Capital Budget
Outdoor Facilities
03 2584 19 0400 110
\$10,650.00

John Gross, Chief Financial Officer



September 14, 2021

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

Re: Proposal for Professional Services
Two Minor Subdivision Plans, Mellon Avenue, West Orange, Morris County, NJ

Dear Mr. Lepore:

Thank you for this opportunity to provide a Proposal for Professional Services. Based upon your request, we understand you require boundary surveys in support of two future minor subdivisions, involving Township-owned properties in Block 175.08 and in Block 175.13. Therefore, we specifically offer the following:

SCOPE OF SERVICES

I. Boundary Surveys

Greenman-Pedersen, Inc. ("GPI") will prepare a boundary survey of the subject parcels, including Lot 9 in Block 175.08, Lot 12 in Block 175.08, and Lot 3 in Block 175.13 in accordance with N.J.A.C. 13:40-5.1. Corner markers will not be set under this item and are outlined in Item II. below. Prior to commencing with the survey, we require that you supply or make available, all pertinent information and documentation in your possession relative to the subject parcel. Such information includes, but is not limited to, title reports/searches, area surveys, records, deeds, original tract maps, public records, State, County, or Municipal maps. We also require any information on adjoining properties in the client's possession.

If the information supplied is not sufficient to render an accurate survey, GPI will make all reasonable efforts in accordance with the industry standard of care, to obtain additional required information. If, as a result of these efforts, not enough information is found to prepare a boundary survey, or if a title search is not supplied, or if ambiguous or clouded title areas are found, the client will be notified in writing of the various options for proceeding with the project. These options may consist of additional fees necessary by either GPI, a title search consultant, attorneys, or other expert professionals to further research subject and adjoining deeds, investigate the chain of title, trace ownership to original cloth, identify easements, or other services pertaining to the specific problem related to your project. Our firm does not provide title search services; therefore, boundary surveying services offered herein will be subject to such facts as a complete title search might disclose.

FEE: \$ 5,500.00

II. Corner Markers (Optional)

We will set two (2) 5/8" iron rebar with GPI caps at opposite corners along the front of Lot 9 in Block 175.08 and Lot 12 in Block 175.08, (on the southerly sideline of Mellon Avenue) ***unless already marked or referenced by an existing monument, rebar or iron pipe.*** Our fee for this service is \$200.00 per corner with a minimum order of two (2) corners.

FEE: 2 corners @ \$200.00 per corner = \$400.00

Please note that in accordance with N.J.A.C. 13:40-5.1(d), a corner marker waiver/agreement must be signed by the ultimate purchaser/owner of the property (not by his/her attorney or any other agent). We have enclosed this form for your convenience. Please remit this form with the signed copy of this proposal. We cannot release this survey until our firm has received this form.

III. Metes and Bounds Property Descriptions

We will provide a metes-and-bounds description of Lot 9 in Block 175.08, Lot 12 in Block 175.08, and Lot 3 in Block 175.13.

FEE: \$ 750.00

IV. Minor Subdivision Plan

We will prepare a minor subdivision plat of Lot 9 in Block 175.08 and Lot 12 in Block 175.08 in accordance with Land Use Regulations of the Township of West Orange and including the relevant items from the Township of West Orange Site Plan / Subdivision Checklist.

Waivers will be requested for the following checklist items:

9 – Map Filing Law certification blocks: We suggest perfecting the minor subdivisions by deed rather than by filing a minor subdivision plat

10 – Map Filing Law monumentation: We suggest perfecting the minor subdivisions by deed rather than by filing a minor subdivision plat

12 – Plat sheet size: Will conform to the Title Recordation Law. Not all permitted sheet sizes are found in the checklist.

35 – Drainage calculations: To be addressed by a site plan if/when development is proposed

48 – Sight triangles: Each property is at or near the terminus of a street.

52 – COAH compliance: no new lots are being created by these subdivisions.

The plat will reference the Boundary Surveys and will indicate the intention to divide Lot 9 in Block 175.08 into two (2) parcels with the easterly fifty feet (50') to be annexed to Lot 12 in Block 175.08. We do not anticipate that the subdivision will involve the creation of any new lots, or the dedication of a new right-of-way, either of which would require the classification of the application to be a Major Subdivision. Should the subdivision be classified as a Major Subdivision, additional fees will be quoted in an Addendum to this Proposal. Proposed features will not be shown on the subdivision plan. Metes-and-bounds descriptions of the proposed lots will be provided.

September 14, 2021
Leonard R. Lepore, P.E.
Municipal Engineer / Director of Public Works
Township of West Orange

Our fee for this service includes attendance at one (1) West Orange Site Plan Review Board and Planning Board meeting. Drawing(s) will be provided in hard copy and will be available in AutoCAD® Civil3D® 2020 ".dwg" format.

FEE: \$ 4,000.00

This proposal is subject to an inflation adjustment based on the consumer price index every twelve months on January 1 of each year, beginning on January 1, 2022. Hourly billing rates are subject to review and adjustments every twelve months on January 1 of each year. Should you have any questions, or if we may be of any additional service, please do not hesitate to contact our office.

Regards,



Kevin S. Bogerman, P.L.S.
Director of Survey

KSB/

M:\PROPOSAL\KSB\West Orange\Mellon Ave Subdiv\Scope & Fee.docx

cc: Andrew Cangiano, PE, PP, CME, Director of Engineering

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes Greenman-Pedersen to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above. Payment will be made by acceptor of this contract and will not be dependent upon receiving payment from a third party not directly under contract to Greenman-Pedersen, Inc.

☐	I	Boundary Surveys (2)	\$ 5,500.00
☐	II.	Corner Markers (Optional)	\$ 400.00
☐	III.	Metes and Bounds Property Descriptions (3)	\$ 750.00
☐	IV.	Minor Subdivision Plan	\$ 4,000.00

Accepted this _____, 2021

By

(Authorized Signature)

(Corporate Title)

(Type or Print Name)

(E-Mail Address)

(Telephone Number)

(Fax Number)

CONTRACT TERMS AND CONDITIONS

1. Time for Acceptance: This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. Time for Rendering Services: GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule, and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. Site Access: Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services.
4. Standard of Practice and Care: Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.
5. Information Provided: Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
6. Interpretation of Codes and Ordinances: GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 11 in this document.
7. Existing Systems: The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
8. Field Observation Services: Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance

with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.

9. Confined Space/Ground Penetrating Radar: The services outlined herein exclude equipment rental costs or subcontracting fees associated with entry into confined space areas requiring OSHA certification beyond the 40 Hour Hazardous Waste Operations course or Ground Penetrating Radar (GPR) services for utility identification. Should entry into confined space or GPR services become apparent and necessary, an addendum to this proposal will be forwarded to you to accomplish the work with either in-house personnel or by subcontracting.
10. Permits Application Fees: Client shall timely, so as to not delay the Services, secure and pay for all permit application fees required by law, unless otherwise agreed to herein.
11. Additional Services: Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client.
12. Change Orders: If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
13. Design Changes: Any design changes made by others during the course of construction without the input or knowledge of GPI are done at the risk of the client, and will not be the responsibility of GPI. During construction, GPI shall have no control or responsibility for the means, methods, techniques, sequence, or procedures of construction, or safety precautions and programs incident to the work or the failure on the part of any party to comply with applicable laws, rules, regulations, ordinances, or codes.
14. Hourly Rate Schedule (Not Applicable to Lump Sum Fees): Services provided on an hourly basis will be invoiced at GPI's prevailing hourly rates. Hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.
15. Prevailing Wages (If Applicable): The attached fees and hourly rates are based on actual charges, plus overhead costs, and are normal and competitive rates. These rates, however, are subject to change retroactively to the beginning of the contract if it is determined that prevailing wages, as set forth by State or Federal wage administrators, must be paid. This is true on projects funded in whole or in part by Federal or State grants or loans. If it is determined that these specific wage rates must be utilized, we reserve the right to adjust our proposal immediately retroactively to the beginning of the project.
16. Reimbursable Expenses: Reimbursable expenses will be billed to the Client, in addition to the fee, at the rate of 1.1 times actual expenditures. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material. Printing and reproduction expenses shall be invoiced in accordance with the attached schedule.
17. Payment for Services: Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI's invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI has the unilateral right to

discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our prevailing hourly rates should a default in payment occur.

18. Project Suspension or Termination: If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
19. Ownership of Documents: All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
20. Digital Delivery: If desired, AutoCAD® or MicroStation® disks will be supplied for informational purposes only. Signed and sealed maps provided by GPI will be the documents of record of the services performed. Any discrepancies should be brought to our attention within ten (10) days.
21. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.
22. Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.
23. Governing Law: This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.
24. Merger and Counterparts: This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.
25. Retainer: Please review this proposal, and should you determine it to be acceptable, sign, date, and return one copy to us, along with the retainer mentioned above which will be applied to the final invoice for this proposal.
26. Claims and Disputes: Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

27. Insurance: GPI will maintain the following insurance for the duration of the project:
- Commercial General Liability – Bodily Injury/Property Damage - \$2,000,000 each occurrence and \$4,000,000 in the aggregate.
 - Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
 - Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
 - Excess/Umbrella – in the amount of \$5,000,000.
 - Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
 - GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.
28. Contractor's Responsibilities: GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.
29. Indemnification:
- GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.
 - GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI which arise out of the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.
 - Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.
30. Force Majeure: If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.

September 14, 2021
Leonard R. Lepore, P.E.
Municipal Engineer / Director of Public Works
Township of West Orange

CORNER MARKER AGREEMENT

This agreement is made in connection with a survey of property known as:

Mellon Ave, Block 175.08 Lot 9, Township of West Orange, County of Essex, New Jersey

This is to advise that I/we have been made aware of my/our right to have corner markers set as part of a survey to be performed on the aforementioned property which is being purchased by me/us. Additionally, I have been made aware of the potential impact of signing the waiver including (1) the possible need for a future survey as a result of physical improvements to the property, such as fence, addition, deck, pool, or shed; and (2) the potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and/or property improvements not accurately situated on my/our property. Therefore:

☐

The right to have corner markers set is hereby waived, and Greenman-Pedersen, Inc. is directed to perform the land survey without the setting of corner markers as provided by the regulation N.J.A.C. 13:40-5.2 of the State Board of Professional Engineers and Land Surveyors.

☐

I/We do require corner markers to be set. I/We agree to the rate of \$200.00 per marker, I/We also understand that this fee is over and above the other survey costs.

Name:

(Signature of Ultimate User)

(Print or Type Name of Ultimate User)

Address:

Telephone:

Fax:

Date:

(Signature of Witness)

(Print or Type Name of Witness)

Witness Address:

Please note that in accordance with N.J.A.C. 13:40-5.1(d), this form can only be signed by the Purchaser/Owner/Ultimate User of the Property and NOT by his/her attorney or any other agent.

SURVEYOR CERTIFICATION:

I hereby certify that I have:

- 1.) Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property;
- 2.) Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and
- 3.) Performed a physical measurement of the property.

New Jersey Licensed Land Surveyor/License No.

Date

September 14, 2021
Leonard R. Lepore, P.E.
Municipal Engineer / Director of Public Works
Township of West Orange

CORNER MARKER AGREEMENT

This agreement is made in connection with a survey of property known as:

Mellon Ave, Block 175.08 Lot 12, Township of West Orange, County of Essex, New Jersey

This is to advise that I/we have been made aware of my/our right to have corner markers set as part of a survey to be performed on the aforementioned property which is being purchased by me/us. Additionally, I have been made aware of the potential impact of signing the waiver including (1) the possible need for a future survey as a result of physical improvements to the property, such as fence, addition, deck, pool, or shed; and (2) the potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and/or property improvements not accurately situated on my/our property. Therefore:

☐

The right to have corner markers set is hereby waived, and Greenman-Pedersen, Inc. is directed to perform the land survey without the setting of corner markers as provided by the regulation N.J.A.C. 13:40-5.2 of the State Board of Professional Engineers and Land Surveyors.

☐

I/We do require corner markers to be set. I/We agree to the rate of \$200.00 per marker, I/We also understand that this fee is over and above the other survey costs.

Name:

(Signature of Ultimate User)

(Print or Type Name of Ultimate User)

Address:

Telephone:

Fax:

Date:

(Signature of Witness)

(Print or Type Name of Witness)

Witness Address:

Please note that in accordance with N.J.A.C. 13:40-5.1(d), this form can only be signed by the Purchaser/Owner/Ultimate User of the Property and NOT by his/her attorney or any other agent.

SURVEYOR CERTIFICATION:

I hereby certify that I have:

- 1.) Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property;
- 2.) Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and
- 3.) Performed a physical measurement of the property.

New Jersey Licensed Land Surveyor/License No.

Date

CORNER MARKER AGREEMENT

This agreement is made in connection with a survey of property known as:

Mellon Ave, Block 175.13 Lot 3, Township of West Orange, County of Essex, New Jersey

This is to advise that I/we have been made aware of my/our right to have corner markers set as part of a survey to be performed on the aforementioned property which is being purchased by me/us. Additionally, I have been made aware of the potential impact of signing the waiver including (1) the possible need for a future survey as a result of physical improvements to the property, such as fence, addition, deck, pool, or shed; and (2) the potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and/or property improvements not accurately situated on my/our property. Therefore:

☐

The right to have corner markers set is hereby waived, and Greenman-Pedersen, Inc. is directed to perform the land survey without the setting of corner markers as provided by the regulation N.J.A.C. 13:40-5.2 of the State Board of Professional Engineers and Land Surveyors.

☐

I/We do require corner markers to be set. I/We agree to the rate of \$200.00 per marker, I/We also understand that this fee is over and above the other survey costs.

Name:

(Signature of Ultimate User)

(Print or Type Name of Ultimate User)

Address:

Telephone:

Fax:

Date:

(Signature of Witness)

(Print or Type Name of Witness)

Witness Address:

Please note that in accordance with N.J.A.C. 13:40-5.1(d), this form can only be signed by the Purchaser/Owner/Ultimate User of the Property and NOT by his/her attorney or any other agent.

SURVEYOR CERTIFICATION:

I hereby certify that I have:

- 1.) Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property;
- 2.) Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and
- 3.) Performed a physical measurement of the property.

New Jersey Licensed Land Surveyor/License No.

Date

R E S O L U T I O N

WHEREAS, the Township of West Orange is investigating the need to designate three intersections as All-Way Stop Intersections; and

WHEREAS, the three intersections are Edgewood Avenue and Rock Spring Avenue, Edgewood Avenue and Fairview Avenue and Ridgeway Avenue and Old Indian Road; and

WHEREAS, these three intersections are currently designated as Stop Intersections; and

WHEREAS, traffic counts for each intersection are required for the investigation; and

WHEREAS, the Municipal Engineer requested a Proposal from the firm of Greenman – Pedersen, Inc. to provide services for traffic counts; and

WHEREAS, Greenman – Pedersen, Inc., submitted a proposal dated September 15, 2021 to perform 12-hour traffic counts at all three intersections for a fee of not to exceed \$3,800.00; and

WHEREAS, the Municipal Engineer is satisfied with the Proposal as stated in his letter of September 22, 2021; and

WHEREAS, Greenman – Pedersen, Inc., responded to the Township’s Request for Qualifications for Professional Services for 2021; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a Professional Services Contract be awarded to Greenman – Pedersen Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 to provide Professional Engineering and Traffic Services to perform traffic counts at three intersections in accordance with their proposal dated September 15, 2021 for a fee not to exceed \$3,800.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

Karen Carnevale, Municipal Clerk

Cindy Matute - Brown, Council President

Adopted: September 28, 2021

I hereby certify funds are available from:

ACCOUNT NO.
2020 Capital Budget
Road Improvements
03 2610 20 0500 110
\$3,800.00

John Gross, Chief Financial Officer

September 15, 2021

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

RE: Proposal to Provide Traffic Counts at Three (3) Intersections:
➤ Rock Spring Avenue and Edgewood Avenue
➤ Edgewood Avenue and Fairview Avenue
➤ Old Indian Road and Ridge Way Avenue
Township of West Orange, Essex County, NJ

Dear Mr. Lepore:

Pursuant to your request, Greenman-Pedersen, Inc. (GPI) will conduct a traffic count at the above referenced three (3) intersections for a 12-hour period utilizing MioVision cameras on a typical weekday (non-holiday).

The following assumptions are reflected in the cost estimate:

- One (1) MioVision cameras will be utilized to collect video of each intersection.
- Counts will be twelve (12) hours in length (hours TBD).
- Counts will be processed by MioVision.
- Counts will be classified utilizing MioVision Premium Classification
 - Motorcycles
 - Cars & Light Goods
 - Buses
 - Single Unit Trucks
 - Articulated Trucks
- Counts will last two weeks. This is dependent on scheduling of other traffic data collection requests.
- It will take approximately one (1) to two (2) weeks to process and submit all of the intersection data.
- No ATR's will be installed.
- No flow diagrams will be provided.

FEE: \$3,800.00

Our December 10, 2020 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish this project.

Leonard R. Lepore, Municipal Engineer
Director of Public Works

September 15, 2021

We are pleased to have this opportunity to be of continued service to the Township of West Orange and hope you will find our proposal favorable. We would be happy to provide additional information or assistance as your needs dictate. My direct line is (973) 434-8349.

Very truly yours,



Andrew Cangiano, PE, PP
Director of Engineering

AC/rem

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cc: Janie Tubito

R E S O L U T I O N

WHEREAS, the professional engineering and environmental firm of CME Associates, Behram Turan, P.E., LSRP, provides site remediation services for the Township associated with leaking underground storage tanks that have been removed at Fire House No. 4, 280 Pleasant Valley Way; and

WHEREAS, CME Associates advised the Township Engineer by letter dated August 12, 2021 that NJDEP Regulations require additional groundwater vertical delineation; and

WHEREAS, to perform the additional delineation a temporary well point must be set and the groundwater sampled; and

WHEREAS, the letter of CME Associates indicated an additional fee of \$9,200.00 above the current contracted fee of \$57,100.00 is needed to set the well and sample the groundwater; and

WHEREAS, the services to be provided are acceptable to the Municipal Engineer as stated in his letter of September 22, 2021;

WHEREAS, CME Associates submitted a proposal to the Township of West Orange per the NJDEP Regulations; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a Professional Services Contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey, 08852 to provide Professional Environmental and Licensed Site Remediation Services to perform additional groundwater vertical delineation to complete the groundwater remedial investigation at Fire House No. 4 in accordance with their proposal dated August 12, 2021 for a fee not to exceed \$9,200.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

Karen Carnevale, Municipal Clerk

Cindy Matute - Brown, Council President

Adopted: September 28, 2021

I hereby certify funds are available from:

ACCOUNT NO.
2019 Capital Budget
UST Remediation
03 2584 19 0500 110
\$9,200.00

John Gross, Chief Financial Officer



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

August 12, 2021

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue
West Orange, NJ 07052

**Re: Professional Environmental and Licensed Site Remediation Services
Budget Amendment for West Orange Fire House #4
280 Pleasant Valley Way
Township of West Orange, Essex County, New Jersey
NJDEP Case # 93-6-29-1721-47 – PI # 014430
West Orange Purchase Order # 169652
CME Project No. IWO-00380.03**

Dear Mr. Lepore:

CME Associates (CME) is currently contracted with the Township for Professional Environmental and Licensed Site Remediation Services consulting work at the West Orange Fire House #4 located at 280 Pleasant Valley Way (Site). In accordance with the NJDEP Regulations and recent guidance " **New Jersey Department of Environmental Protection: summary of existing guidance regarding Ground Water Remedial Action Permit Applications - vertical delineation of ground water contamination and monitored natural attenuation proposals**", additional groundwater vertical delineation is required to complete the groundwater remedial investigation at the Site. The groundwater vertical delineation was not included in the original proposal.

The additional services detailed in the following scope of work are required to comply with the NJDEP Technical Requirements for Site Remediation at the Site and necessary to continue to advance the project towards closure.

Temporary well point (TWP-1) will be installed within the source area to a depth up to 40 feet below ground surface to determine the extent of the vertical groundwater impacts above the NJDEP Ground Water Quality Standards (GWQS) detected in the vicinity of source area monitoring wells MW-4R and MW-11R.

The driller will utilize a truck-mounted drill rig to auger the point in with 6.25-inch ID augers. If augers are refused and can't finish the drilling to the desired completion depth, then air rotary drilling will be employed to achieve the desired depth. A two-inch diameter prepack well screen and casing will be used for the construction of the temporary well. After developing the well, a groundwater sample will be collected from the temporary well point and analyzed for petroleum related compounds (TCL VO+15, TBA) and TCL SVOCs.

The prepack well screen will be removed once the sample has been collected. Soil cuttings produced during drilling and development water will be collected in drums; cost includes disposal of 4 drums.

Our estimated cost to complete the additional required services is \$9,200. Therefore, we are requesting a Budget Amendment to increase our fee from \$57,100 to \$66,300 to accommodate these additional services.



August 12, 2021

Mr. Leonard R. Lepore, PE, Municipal Engineer
Re: Budget Amendment for West Orange Fire House #4

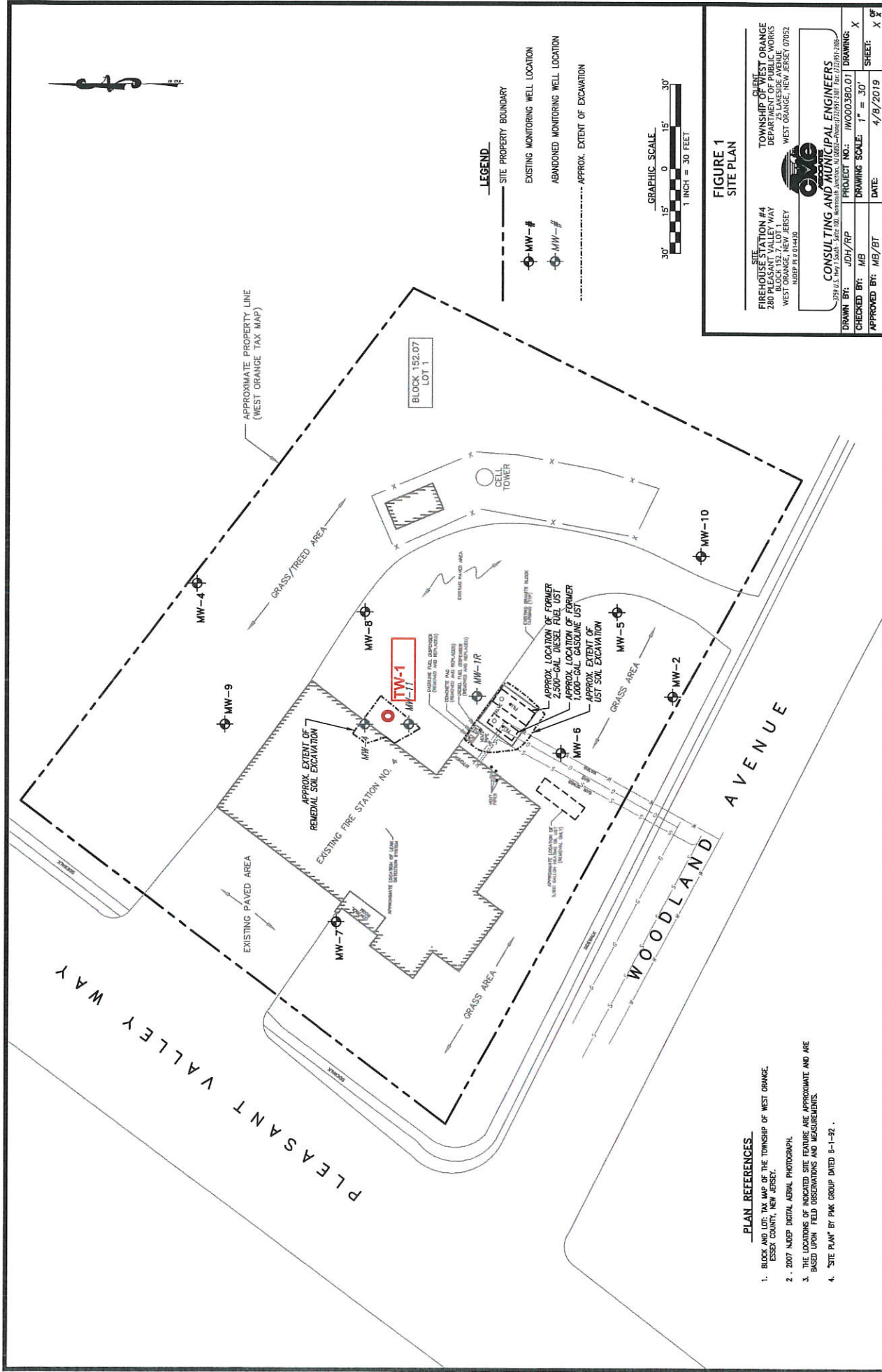
Page 2

We appreciate your consideration of the above and would be happy to answer any questions regarding this request.

Respectfully submitted,

CME Associates

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services



SITE FIREHOUSE VALLEY 280 PLEASANT VALLEY WAY WEST ORANGE, NEW JERSEY 07052 BLOCK 152.07, LOT 1	
TOWNSHIP OF WEST ORANGE DEPARTMENT OF PUBLIC WORKS 23 LANESIDE AVENUE WEST ORANGE, NEW JERSEY 07052 BUSHP #12-10439	
CONSULTING AND MUNICIPAL ENGINEERS 1759 U.S. Hwy 1 South, Suite 100, Marlborough, MA 01752-1000 TEL: (508) 261-3300 FAX: (508) 261-3305	
DRAWN BY: JCH/RP	PROJECT NO.: W000380.01
CHECKED BY: MB	DRAWING SCALE: 1" = 30'
APPROVED BY: MB/BT	DATE: 4/9/2019
	SHEET: X OF X

RESOLUTION

WHEREAS, on May 25, 2021, the Township issued a notice of default to Prism Green Urban Renewal LLC concerning its redevelopment rights under the existing Redevelopment Plan; and

WHEREAS, Prism Green denied the defaults and commenced an action in the Superior Court of New Jersey, Law Division: Essex County captioned Prism Green Associates IV, LLC v. Township of West Orange, Robert D. Parisi, John O. Gross, Whoopi Inc., MBS Group Holdings, LLC, Jeremy Harlton, John W. Henry, Docket No. ESX-L-5706-21; and

WHEREAS, the Honorable Thomas M. Moore, Presiding Judge, Superior Court of New Jersey, directed a mandatory settlement conference for September 8, 2021; and

WHEREAS, after approximately eight (8) hours of negotiations, Prism Green and the Township placed certain terms of the settlement on the record before the Court; and

WHEREAS, on September 15, 2021, the Township Council adopted Ordinance No. 2651-21 authorizing the issuance of a bond to satisfy the monetary obligations of the settlement; and

WHEREAS, the Township and Prism have negotiated a Settlement Agreement for the acquisition of the Prism properties and resolution of all issues in form and substance consistent with Exhibit “A” annexed hereto;¹

¹ The form of Settlement Agreement is still in draft form and subject to further revision.

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 Settlement Agreement and a Purchase and Sale Agreement for the Properties (as defined on Exhibit “**A**” of the Settlement Agreement and the Municipal Clerk be and is hereby authorized to witness the Mayor’s signature and the Mayor is hereby authorized to take all further and necessary steps to effectuate the Settlement Agreement.

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

Cindy Matute-Brown
Council President

Adopted: September 28, 2021

fSETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made by, between, and among the Township of West Orange (the “Township”), Mayor Robert D. Parisi (the “Mayor”), and John O. Gross (the “CFO”, and collectively with the Township and the Mayor, the “Township Defendants”) on the one hand, and Prism Green Associates IV, LLC (“Prism”) on the other hand (hereinafter, the Township, Mayor, CFO, and Prism may be referred to individually as a “Party”, and sometimes collectively be referred to as the “Parties”).

RECITALS

WHEREAS, the Township is a municipal corporate body politic of the State of New Jersey, situated in the County of Essex, having an address at 66 Main Street, West Orange, New Jersey 07052; and

WHEREAS, the Mayor is the duly elected Mayor of the Township having served in that capacity since July 1, 2010; and

WHEREAS, the CFO is an employee of the Township; and

WHEREAS, Prism is a Delaware limited liability company and real estate developer with its office at 310 Kingsland Street, Nutley, New Jersey 07110; and

WHEREAS, the Township committed to redeveloping its downtown community and, pursuant thereto, the Township Council of the Township designated a portion of it downtown district as an “area in need of redevelopment” (the “Redevelopment Area”); and

WHEREAS, the Township enacted a redevelopment plan for the Redevelopment Area (the “Plan” or the “Redevelopment Plan”); and

WHEREAS, on December 20, 2006, the Township entered into a redevelopment agreement with Prism for the renovation and construction of certain properties within the Redevelopment Area (the “2006 Agreement”); and

WHEREAS, in August 2014, Prism and the Township entered into a modified agreement to amend the 2006 Agreement as it pertains to Phase I of the Redevelopment Plan (the “2014 Amended Agreement”); and

WHEREAS, on June 1, 2018, the Township and Prism entered into an amended agreement pertaining to Phase II of the Redevelopment Plan (the “2018 Amended Agreement” and together with the 2006 Agreement and the 2014 Amended Agreement, the “Redevelopment Agreement”); and

WHEREAS, simultaneous with approving the Amended Agreement, the Township and Prism entered into an Infrastructure Agreement (the “Infrastructure Agreement”); and

WHEREAS, simultaneous with approving the 2018 Amended Agreement, the Township and Prism entered into financial agreements for each of the four (4) sub-phases of Phase II (the “Financial Agreements”) the Redevelopment Agreement, the Infrastructure Agreement and the Financial Agreements are collectively referred to herein as the “Agreements”); and

WHEREAS, on May 25, 2021, the Township served a notice of default of the Redevelopment Agreement to Prism as redeveloper; and

WHEREAS, on June 28, 2021, the Township served a notice of termination of the Redevelopment Agreement based upon the alleged defaults set forth in the notice of default; and

WHEREAS, on or about July 22, 2021, Prism filed an action in the Superior Court of New Jersey (the “Court”) against the Township Defendants, Whoopi Inc. (“Whoopi”), MBS Group Holdings, LLC (“MBS”), Jeremy Hariton (“Hariton”) and John Wayman Henry III

(“Henry”), titled Prism Green Associates IV, LLC v. The Township of West Orange, et al., Docket No. ESX-L-5706-21, contesting, among other things the Township’s termination of Prism as redeveloper, seeking damages and a declaration that the Redevelopment Agreement was still valid and in force (the “Complaint”); and

WHEREAS, on or about August 13, 2021, the Township Defendants filed an answer and counterclaims against Prism (respectively, “Answer” and “Counterclaims”) (the Complaint, Answer and Counterclaim are referred to collectively herein as the “Legal Action”); and

WHEREAS, on September 8, 2021, the Parties attended an in-person settlement conference with the Honorable Thomas Moore, P.J. Cv., Superior Court of New Jersey, Essex Vicinage; and

WHEREAS, on September 8, 2021, at the conclusion of the settlement conference, counsel for Prism and the Township, respectively, placed the terms of settlement of the claims between and among those Parties on the record, the terms of which were acknowledged and accepted by representatives of Prism, the Township Defendants, and the Court, subject to (i) Prism confirming no later than October 8, 2021 that the Declaration of Restrictive Covenants executed on February 23, 2016 and recorded March 3, 2016 (“Restrictive Covenant”) shall be vacated in its entirety at the Closing (as defined herein), and (ii) Township Council approval; and

WHEREAS, on September 14, 2021, the Township Council enacted Ordinance No. 2651-21 on second and final reading, which authorized the issuance of bonds to finance the acquisition of the Properties (as hereinafter defined) owned by Prism in the Redevelopment Area pursuant to the settlement terms herein; and

WHEREAS, the Parties now wish to enter into this Agreement to memorialize the terms, conditions, responsibilities, and obligations of the Parties; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other as follows:

I. TERMS AND CONDITIONS.

- a. The purpose of this Agreement is to settle all claims by and between the Parties related to the Legal Action and the Redevelopment Agreement.
- b. This Agreement purports to resolve all of the issues raised before the Court or which could have been asserted which arise from, arise out of, or are related in any way to the Legal Action, the Redevelopment Plan, and the Redevelopment Agreement.
- c. This Agreement excludes the already developed Phase I apartment building known as Edison Lofts.
- d. In the event of any legal challenges to the Township Council's approval of this Agreement, including a challenge by any third party, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding any such defense with each Party bearing their own costs and expenses.
- e. No later than October 8, 2021, Prism shall confirm to the Township by written evidence satisfactory to the Township, and which approval shall not unreasonably withheld that the Restrictive Covenants shall be vacated at the Closing.

II. PRISM'S OBLIGATIONS. Prism shall have the following obligations:

- a. To sell, As Is, to the Township all of the parcels and real property listed in Exhibit A (the “Properties”) to this Agreement pursuant to the terms of a written Purchase and Sale Agreement, which shall provide the Township with a thirty (30) day due diligence period, commencing on the date of the Township Council’s vote to approve this Settlement Agreement, to assess the environmental condition of the Properties and any title defects or issues with respect to the Properties.
- b. At the time of Closing, defined in subsection (g) below, to provide a legal document extinguishing and vacating the Restrictive Covenants, in form and substance satisfactory to the Township, which approval shall not be unreasonably withheld; provided, however, that the Restrictive Covenant must be vacated in their entirety.
- c. To memorialize, execute at the time of Closing and record subsequent to Closing, a deed restriction over 12-26 Ashland Avenue, 18 Ashland Avenue, 20 Ashland Avenue, 22-26 Ashland Avenue, 24 Ashland, 38-40 Ashland Avenue (the “Ashland Avenue Properties”) prohibiting the following uses: outdoor storage, auto repair and/or body shop usage; junkyard and/or other waste or refuse facilities (e.g., public works facility); other industrial usages including but not limited to bus parking; truck depots (cross dock facility); gasoline station; manufacturing facility; commercial warehousing; logistics facility; lumber yards; any uses related to adult entertainment, pornography, massage parlors, cannabis, drug or cannabis paraphernalia, gambling, guns or weapons, abortion clinics, and/or methadone clinics

- d. To assign the rights to the environmental escrow funds, established pursuant to Section 3.3(c) of the Amended Agreement, in the amount of approximately \$316,000.00 currently held by the New Jersey Department of Environmental Protection (“DEP”) to the Township for use related to potential remediation costs associated with the Property, at or prior to Closing.
- e. To assign the rights to the infrastructure escrow funds, established pursuant to Section 4.6 of the Amended Agreement, in the amount of approximately \$766,000 currently held by the Township to the Township, at or prior to Closing.
- f. To dismiss the Complaint against the Township Defendants, Whoopi, MBS, Hariton and Henry with prejudice and without costs simultaneous with the Closing.
- g. The closing (the “Closing”) shall occur no later than December 31, 2021.
- h. To execute additional necessary documents, agreements, affidavits, certificates, and instruments required to effectuate (i) the transfer of the Properties to the Township, (ii) the assignment of the environmental escrow funds and infrastructure escrow funds to the Township, and (iii) dismiss the Complaint against Township Defendants, Whoopi, MBS, Hariton, and Henry.

III. **THE TOWNSHIP’S OBLIGATIONS.** The Township shall have the following obligations:

- a. To purchase from Prism the Properties, As Is, pursuant to the terms of a written Purchase and Sale Agreement consistent with the terms of this Agreement.
- b. To adopt and furnish a non-appealable bonding ordinance necessary to effectuate the purchase of the Properties.

- c. To negotiate and execute at the time of Closing, the deed restriction set forth at Section II(c) over the six (6) Ashland Avenue Properties.
- d. The Closing on the sale of the Properties on or before December 31, 2021, subject to a satisfactory Phase I environmental analysis.
- e. At the time of the Closing, to transfer the sum of twelve million five hundred thousand dollars (\$12,500,000.00) and any additional costs associated or necessitated by closing adjustments to the title agent to be identified five (5) days prior to the time of Closing to an account as directed by Prism.
- f. At the time of Closing, to pay Prism \$383,000 as a closing adjustment to compensate Prism for its efforts to release the existing Restrictive Covenant set forth at Exhibit B.
- g. To file with the Court upon completion of the Closing, documents dismissing the Counterclaims against Prism and any cross-claims the Closing with prejudice and without costs.
- h. Within two (2) business days of the Closing, withdraw and cause to dismiss with prejudice any and all summonses/complaints asserting zoning violations and other zoning or property maintenance related violations issued by the Township, including but not limited to West Orange Municipal Court Docket Nos. 0722-SC-2021-040521, 0722-SC-2022, 0722-SC-2023; and West Orange Notice of Violation Reference Numbers 10013076 (August 23, 2021), 10013083 (August 27, 2021), 10013085 (August 27, 2021), 10013086 (August 27, 2021), 10013087 (August 27, 2021), 10013088 (August 27, 2021), 10013089 (August 27, 2021), and any other violations which may be outstanding. The Township Defendants

shall take any and all necessary steps to cause the foregoing to continue to be stayed or adjourned, and to forego issuing new zoning or property maintenance summonses, complaints, or violations, through and including the Closing unless emergent health and safety issues exist which are not reasonably and timely addressed.

- i. To cease any and all efforts to condemn the Properties, and cause to be stayed any condemnation proceedings, through and including the Closing.
- j. Within seven (7) days of the Closing, to vacate the \$63,066 in fines that were ordered against 28 Babcock Place in or around 2014 [Summons No. 2014-034061];
- k. To make best efforts to move the Township Department of Public Works from its present location within four (4) years of the Closing.
- l. The Closing shall occur no later than December 31, 2021.
- m. To execute, as necessary, additional documents, agreements, affidavits, certificates, and instruments required to effectuate (i) the transfer of the Properties to the Township, (ii) acceptance of the assignment of the environmental escrow funds and infrastructure escrow funds to the Township, and (iii) dismiss any counterclaims and cross-claims against Prism.

IV. DEFAULT.

- a. **Default with Respect to the Township:** Default with respect to the Township shall be defined as the Township's failure to adopt or enact any resolutions and/or ordinances, including any bond ordinances, necessary to effectuate the sale of the Properties and/or payment of funds to Prism. The Township shall also be

considered in Default of this Agreement if, after written Notice of Default delivered to counsel for the Township, the Township has not cured any default within ten (10) business days or at the next regularly scheduled meeting of the Governing Body, whichever is later.

- b. **Default with Respect to Prism:** If Prism should default on any of the agreed upon terms and conditions of this Agreement, the Township will have the right to apply to Judge Moore, or any other Judge assigned to the Legal Action, to enforce whichever term or condition has been violated. Prism shall be considered in default of this Agreement if, after written notice of default has been delivered to counsel for Prism by the Township, Prism has not cured any default within ten (10) business days.
- c. For the avoidance of doubt, in the event either party is in default of this Agreement, the non-defaulting party may seek immediate relief before the Honorable Thomas Moore, Presiding Judge, Civil Part, Superior Court of New Jersey, Essex County or any other Judge assigned to the Legal Action, including but not limited to seeking to enforce whichever term or condition of this Agreement has been violated by the defaulting party.
- d. In the event that Prism advises on or before October 8, 2021 that the Restrictive Covenant will not be vacated at the Closing, or fails to confirm on or before October 8, 2021, that it will be vacated before the Closing, the Township may immediately recommence any condemnation acquisition activities and/or seek immediate relief before the Court including vacating the Order staying the Legal Action and any other relief that may be available.

V. **RELEASES.**

- a. **Prism's Release to the Defendants:** Upon the completion of the Closing of the purchase and sale of the Properties, and the Township's execution or approval of any additional conditions required to close, Prism for itself and on behalf of each of its respective heirs, successors and assigns, hereby fully and forever releases and discharges the Township Defendants and each of their respective past, present, and future council members and/or representatives, and any and all other elected officials from any and all claims asserted in the Legal Action and/or that could have been asserted in the Legal Action, including, but not limited to claims sounding in contract or tort, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or relating to the Legal Action, the Redevelopment Plan, and the Redevelopment Agreement from the beginning of the world until and including the date of the Closing. In addition, Prism expressly releases any and all rights to redevelop in the Township.
- b. **Township Defendants' Release to Prism:** The Township Defendants hereby fully and forever release and discharge Prism and each of its respective past, present, and future directors, officers, members, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, subsidiaries, divisions, joint venturers, predecessors, successors, beneficiaries, and assigns, from any and all claims asserted in the Legal Action, including, but not limited to claims sounding in contract or tort, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in

any way arising out of, growing out of, or relating to the Legal Action, the Redevelopment Plan, or the Redevelopment Agreement from the beginning of the world until and including the date of the Closing.

- c. **Releases Do Not Extend to Obligations Under This Agreement:** The releases set forth above in **Sections V-a** and **V-b** are not intended to, and shall not, extend to or otherwise release or discharge the Parties respective rights to enforce this Agreement.
- d. **The Other Defendants.** Prism and the Township shall provide mutual general releases to Whoopi, MBS, Hariton, and Henry (the “Other Parties”) simultaneous with the Closing. If any of the Other Parties decline to execute a mutual general release, the Legal Action shall still be dismissed with prejudice and without costs as to the Other Parties.

VI. **MUTUAL OBLIGATIONS.**

- a. **Obligation To Comply with State Regulations:** The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.
- b. **Mutual Good Faith, Cooperation, and Assistance:** The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement by

the Court (if necessary), the required sale of the Properties consistent with the terms hereof, and the defense of any legal challenge with regard to any of the foregoing.

- c. **Costs of Defense of Agreement:** Each Party exclusively shall be responsible for all costs which they may incur in carrying out the actions contemplated by this Agreement, including defending against any appeal, attack, or legal challenge to this Agreement or any action contemplated herein.
- d. **No Closing if Appeal Taken:** The Parties expressly agree that in the event of an appeal and/or legal challenge of any governmental action contemplated or necessitated by this Agreement, including the bonding ordinance, the resolution authorizing the Agreement and the Purchase and Sale Agreement, the Closing shall be delayed or stayed until any and all appeals are fully and finally resolved and all appellate rights are exhausted.

VII. **COOPERATION AND COMPLIANCE.**

- a. **Implementation and Enforcement of Agreement:** The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement.

VIII. **NOTICES.**

- a. **Notices:** Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein “Notices”) shall be written and shall be served upon the respective Parties by facsimile, electronic mail (“email”), by certified mail, return

receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, email and a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO PRISM:

Prism Capital Partners

Attention: Eugene Diaz
310 Kingsland Street
Nutley, New Jersey 07110
Fax: (201) 567-5517
Email: eugene.diaz@prismpartners.net

WITH COPIES TO:

O'Toole Scrivo, LLC

Attention: Thomas P. Scrivo, Esq. and Lawrence S. Cutalo, Esq.
14 Village Park Road
Cedar Grove, New Jersey 07009
Fax: (973) 239-3400
Emails: tscrivo@oslaw.com; lcutalo@oslaw.com

AND

Stroock & Stroock & Lavan LLP

Attention: Claude Szyfer, Esq.
180 Maiden Lane
New York, NY 10038
Fax: (212) 806-6006
Email: cszyfer@stroock.com

TO THE TOWNSHIP OF WEST ORANGE:

Township of West Orange

Attention: John O. Gross, CFO
66 Main Street
West Orange, New Jersey 07052
Email: jgross@westorange.org

WITH COPIES TO:

TrenkIsabel, P.C.
Attention: Richard Trenk, Esq.
290 W. Mt. Pleasant Ave., Suite 2350
Livingston, New Jersey 07039
Email: rtrenk@trenkisabel.law

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

IX. MISCELLANEOUS PROVISIONS.

- a. **Amendments:** Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by all Parties.
- b. **Agreement Voluntarily Entered Into By Each of The Parties:** This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own respective choosing.
- c. **Interpretation:** This Agreement has been reviewed by experienced and knowledgeable legal counsel for each of the Parties. Accordingly, none of the Parties shall be presumptively entitled to have any provisions of the Agreement

construed against any of the other Parties in accordance with any rule of law, legal decision, or doctrine.

- d. **No Admission of Liability/No Precedential Value:** The Parties agree that this Agreement is the result of a compromise of disputed issues, that the execution and delivery of this Agreement by any of the Parties shall not constitute or be construed as an admission of any liability, a course of performance, or wrongdoing on the part of any of them and that the settlement reflected in this Agreement shall be without precedential value. Nothing in this release shall be construed to represent an admission of wrong doing or a breach of contract.
- e. **Attorneys' Fees, Costs, and Expenses:** Subject to the terms and conditions of Paragraph IX(m) herein, each of the Parties shall bear its own costs, attorneys' fees, and expenses in connection with the negotiations for and preparation of this Agreement.
- f. **Entire and Integrated Agreement:** This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understanding, and undertakings between or among the Parties with respect to such subject matters and there are no promises, representations, warranties, agreements, understanding, or undertakings with respect to such subject matters other than those set forth or referred to herein.

- g. **No Third Party Beneficiaries:** Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provisions contained herein; this Agreement and any conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the Parties as well as each of their respective successors and permitted assigns, and for the benefit of no other person or entity.
- h. **Severability:** If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties.
- i. **Headings:** The section titles, captions, and headings contained in this Agreement are inserted as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.
- j. **Additional Representations and Warranties:** Each of the Parties represents and warrants that it is fully authorized to enter into this Agreement. In addition, each of the corporate Parties that is still in existence as of the Effective Date represents and warrants that (i) it is duly organized and existing in good standing under the laws of the United States, (ii) it has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or internal approval is necessary, and (iii) the making

and performance of this Agreement will not violate any provision of law or the party's articles of incorporation, charter, or by-laws. In addition, each of the individuals signing this Agreement represents and warrants that they are authorized to enter into this Agreement on behalf of the respective parties. The "Effective Date" of this Agreement is the date this Agreement has been executed and delivered by and to all Parties hereto.

- k. **Additional Necessary Documents:** The Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.
- l. **Execution in Counterparts:** This Agreement may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronic counterparts. An original signature will be provided if requested by any party.
- m. **Enforceability of Agreement:** The Superior Court of New Jersey, Essex Vicinage shall retain jurisdiction to enforce any and all terms of this Agreement. In the event of any dispute, claim, or action based upon, arising out of, or relating to, the breach, enforcement, or interpretation of any of the provisions of this Agreement or where any provision hereof is validly asserted as a defense, the prevailing party or parties in such dispute, claim, or action shall be entitled to recover its or their reasonable attorneys' fees, costs and expenses from the non-

prevailing party or parties. In addition to the fees and costs recoverable under the preceding sentence, the Parties agree that the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred in connection with the enforcement of a judgment arising from such action or proceeding.

- n. **Schedules:** Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of all Parties.
- o. **Assignability:** Prism shall have the unconditional right to assign some or all of its rights under this Agreement to any individual, entity, or organization without the prior approval of the Township. Prism shall notify the Township of any assignment and provide the name of the assignee, but the Township shall not be permitted to prevent or delay an assignment by Prism of any of its rights under this Agreement in any manner.
- p. **Conflicts:** In the event there is a conflict between this Agreement and the ordinances enabling acquisition of the Properties, the terms and conditions of this Agreement shall control and take precedence over any conflicting terms in the ordinances enabling acquisition of the Properties.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth opposite the respective signatures set forth below.

Dated: _____, 2021

Prism Green Associates IV, LLC

By:

Name:

Title:

Dated: _____, 2021

The Township of West Orange

By:

Name:

Title:

Dated: _____, 2021

Robert D. Parisi, Mayor

By:

Name:

Title:

Dated: _____, 2021

John O. Gross, CFO

By:

Name:

Title:

EXHIBIT A
THE PROPERTIES

EXHIBIT B

THE RESTRICTIVE COVENANT DATED FEBRUARY 26, 2016

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-19, THROUGH STREETS AND SUBSECTION 7-21.2, MULTI-WAY
STOPS NEAR SCHOOLS, PLAYGROUNDS AND YOUTH RECREATIONAL
FACILITIES 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, that the intersection of Rollinson Street and Riggs Place and Rollinson Street and Glen Road be designated as a Multi-Way Stop pursuant to N.J.S.A. 39:4-8(d) under the Municipal Engineer's Certification and License Number GE026706 and that the limits of Rollinson Street being designated a Through Street be amended to reflect the Multi-Way Stop as follows:

Section 1. The Township Council of The Township of West Orange finds it in the interest of public safety to designate the intersections of Rollinson Street and Riggs Place and Rollinson Street and Glen Road as a Multi-Way Stop pursuant to N.J.S.A. 39:4-8(d).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(d) and specifically that both Rollinson Street and Riggs Place and Rollinson Street and Glen Road are under municipal jurisdiction; that their intersections are within 500 feet of a school, or of a playground or youth recreational facility; and that the intersections are on a street contiguous to a school, or playground or youth recreational facility.

Section 3. Subsection 7-21.2, Multi-Way Stops Near Schools, Playgrounds or Youth Recreational Facilities, of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows pursuant to the provisions of N.J.S.A. 39:4-8(d) (*italic type denotes deletion, bold type denotes addition*):

Intersection

Stop Signs On

Rollinson Street and Riggs Place

All intersecting streets

Rollinson Street and Glen Road

All intersecting streets

Section 4. Subsection 7-19, Through Streets, of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Street

Limits

Rollinson Street

Northfield Avenue and Mitchell Street

Rollinson Street

a. Northfield Avenue and Riggs Place

b. Riggs Place and Glen Road

c. Glen Road and Mitchell Street

Section 5. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both.

Section 8. This Ordinance shall take effect upon final passage and publication in accordance with law.

ROBERT D. PARISI, MAYOR

**CINDY MATUTE BROWN
COUNCIL PRESIDENT**

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

INTRODUCED: September 14, 2021

ADOPTED: September 28, 2021

LEGISLATIVE HISTORY

This Ordinance, which amends the Traffic Regulations of the Township, designates the intersection of Rollinson Street and Riggs Place and Rollinson Street and Glen Road as a Multi-Way Stop Intersections with stop signs on all intersecting streets. This designation is made pursuant to N.J.S.A. 39:4-8(d) which allows municipalities to designate any intersection as a stop intersection, including multi-way stops, provided both streets are under municipal jurisdiction; that the intersection is located within 500 feet of a school, or of a playground or youth recreational facility; and that the intersection is on a street that is contiguous to a school, or playground or youth recreational facility. The Municipal Engineer certified that the intersections of Rollinson Street and Riggs Place and Rollinson Street and Glen Road meets all three criteria.

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2660-21**

**BOND ORDINANCE PROVIDING FOR THE ACQUISITION
OF REAL PROPERTY COMMONLY KNOWN AS BLOCK
174, LOT 1 FROM THE CRESTMONT COUNTRY CLUB, BY
AND IN THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, STATE OF NEW JERSEY;
APPROPRIATING \$4,700,000 FROM THE OPEN SPACE
TRUST FUND THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$4,476,000 BONDS OR NOTES OF THE
TOWNSHIP TO FINANCE PART OF THE COST THEREOF**

**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 improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of \$4,700,000 from the Township's Municipal Open Space and Recreation Trust Fund (the "Open Space Trust Fund"), including \$224,000 as the amount of down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. § 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), which is now available by virtue of moneys available in the Open Space Trust Fund.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$4,700,000 appropriation not provided for

by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$4,476,000 pursuant to, and within the limitations prescribed by, 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 \$4,476,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is for the acquisition of, and payment of the purchase price for, real property from the Crestmont Country Club consisting of approximately 94.55 acres (the “Property”), such real property being designated as Block 174, Lot 1 on the Official Tax Map of the Township of West Orange, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$4,476,000.

(c) The estimated cost of said improvements or purposes is \$4,700,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor, being the amount of \$224,000, which is equal to the amount of the down payment available for said improvements or purposes from the Open Space Trust Fund.

SECTION 4. The Township is expected to receive a grant in the amount of \$750,000 from the County of Essex Open Space Commission (the “Grant”). 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, including the Grant, 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, including the Grant, 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. 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.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

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

(b) The period of usefulness of said improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is forty (40) years.

(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, Department of Community Affairs, State of New Jersey, and such statement shows that there shall be deducted from the gross debt of the Township, the \$4,476,000 amount of bonds or notes authorized herein to the extent the debt service on said bonds or notes is paid solely by the Township's Open Space Trust Fund, as prescribed by said Local Bond Law under N.J.S.A. 40A:2-44(h), and if not so paid, the gross debt of the Township shall be increased by the \$4,476,000 authorization of bonds or notes provided for in this bond ordinance and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$200,000 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.

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 Property and to negotiate an agreement of purchase and sale for the purchase of the Property. 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 of purchase and sale and any and all documents, instruments, certificates and agreements necessary to acquire and purchase said Property.

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: September 14, 2021

KAREN J. CARNEVALE, Clerk
Township of West Orange

CINDY MATUTE-BROWN, Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: September 28, 2021

KAREN J. CARNEVALE, Clerk
Township of West Orange

CINDY MATUTE-BROWN, Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS _____ DAY OF SEPTEMBER, 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 2660-21 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 September 14, 2021. It will be further considered for final passage, after public hearing thereon, at a meeting of the Township Council to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, on September 28, 2021 at 7:00 p.m. 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 REAL PROPERTY COMMONLY KNOWN AS BLOCK 174, LOT 1 FROM THE CRESTMONT COUNTRY CLUB, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$4,700,000 FROM THE OPEN SPACE TRUST FUND THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,476,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): This bond ordinance provides for the acquisition of, and payment of the purchase price for, real property from the Crestmont Country Club consisting of approximately 94.55 acres, such real property being designated as Block 174, Lot 1 on the Official Tax Map of the Township of West Orange, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon.

Appropriation: \$4,700,000

**Bonds/Notes
Authorized:** \$4,476,000

**Grants
Appropriated:** \$750,000 from the County of Essex Open Space Commission

Down Payment: \$224,000

Section 20 Costs: \$200,000

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 2660-21 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 September 28, 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 REAL PROPERTY COMMONLY KNOWN AS BLOCK 174, LOT 1 FROM THE CRESTMONT COUNTRY CLUB, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$4,700,000 FROM THE OPEN SPACE TRUST FUND THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,476,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): This bond ordinance provides for the acquisition of, and payment of the purchase price for, real property from the Crestmont Country Club consisting of approximately 94.55 acres, such real property being designated as Block 174, Lot 1 on the Official Tax Map of the Township of West Orange, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon.

Appropriation: \$4,700,000

**Bonds/Notes
Authorized:** \$4,476,000

**Grants
Appropriated:** \$750,000 from the County of Essex Open Space Commission

Down Payment: \$224,000

Section 20 Costs: \$200,000

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 September 14, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, in said County, 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 September 28, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, in said County, 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 September 14, 2021 and finally adopted on September 28, 2021.

2. After introduction, the bond ordinance was published as required by law on September __, 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 September __, 2021 and was duly published as required by law on _____ __, 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, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced 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 September 14, 2021, that such Supplemental Debt Statement was filed in my office on or by September 14, 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**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange (the "Township"), in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the ordinance entitled,

"BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REAL PROPERTY COMMONLY KNOWN AS BLOCK 174, LOT 1 FROM THE CRESTMONT COUNTRY CLUB, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$4,700,000 FROM THE OPEN SPACE TRUST FUND THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,476,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF"

there was available as a down payment for the improvements or purposes in the Open Space Trust Fund authorized by said ordinance, the amount of \$224,000, which amount was made available in the Open Space Trust Fund by virtue of a provision or provisions in a previously adopted or temporary budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

JOHN GROSS,
Chief Financial Officer

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 14.5 AND ESTABLISHING
CHAPTER 2, SECTION 14.9 OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE
(APPOINTMENT OF POLICE DEPARTMENT, OFFICERS AND PERSONNEL)**

**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 requirements for appointment to the West Orange Police Department for entry-level law enforcement positions. Pursuant to N.J.S.A. 11A:4-1.3(a), municipalities are authorized to hire entry level law enforcement officers without requiring the candidates to take the Civil Service Commission examination. Instead, under these alternate route appointments, a candidate is eligible for appointment by completing a full Basic Course for Police Officers training at a school approved and authorized by the New Jersey Training Commission. In addition, this ordinance also establishes a conflict of interest and nepotism policy governing which is also a requirement for a municipality to utilize the alternate route option for appointments.

**II. CHAPTER 2, SECTION 14.5 SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

2-14.5 Appointment of Police Department, Officers and Personnel.

No person shall be appointed to the Police Department who is not qualified as provided in the New Jersey Statutes. The Mayor may also require that an applicant for appointment to the Police Department shall successfully complete a physical, mental and psychological examination.

- a. Each applicant shall comply with all of the laws of the State of New Jersey pertaining to qualifications of Police Officers. No person shall be given or accept a permanent appointment as a Police Officer in the Township unless such person has first been given a probationary or temporary appointment to such office for a period of not longer than one year or one year after the date of graduation from the Police Academy, whichever is longer, and has successfully completed a Police training course at a school approved and authorized by the Police Training Commission in the Department of Law and Public Safety of the State of New Jersey, pursuant to the provisions of N.J.S.A. 40A:14-118 et seq. Each candidate for appointment to the Police Department shall submit to such written and oral examination as may be prescribed by Civil Service, except that a candidate for an entry-level law enforcement position may be exempt from this requirement for examination by Civil Service pursuant to N.J.S.A. 11A:4-1.3(a) provided that they have successfully completed a full Basic Course for Police Officers training course at a school approved and authorized by the Police Training Commission. Each candidate for appointment to the Police Department shall also submit to a physical examination by a licensed practicing physician and/or an examination by a licensed psychologist of the State of New Jersey, designated for such purpose. The character and

scope of such examination shall be for the purpose of revealing the extent to which the applicant may be mentally, physically and otherwise qualified to perform his appropriate duties in the Department. Any applicant who shall fail to meet the physical qualifications as may be set up by the Appropriate Authority, or in the opinion of the examining physician is incapable of performing the duties of a Police Officer in a safe and efficient manner shall be ineligible for appointment to the Department.

- b. No person shall be appointed to the Police Department as a regular or probationary member unless that person shall at the time of making application be between the age of 18 and 35 years, except as provided by law in the case of veterans. The applicant shall be a citizen of the United States of America.
- c. Before any person shall be appointed as member of the Police Department, the Appointing Authority shall classify all the duly qualified applicants for the position or positions to be filled in the respective Departments, in accordance with N.J.S.A. 40A:14-123.10 in the following classes:
 - 1. Bona fide residents of the Township.
 - 2. Bona fide residents of the County of Essex.
 - 3. Bona fide residents of counties contiguous to the County of Essex.
 - 4. Other residents of the State of New Jersey.
 - 5. All other qualified applicants.

Within each such classification, duly qualified applicants who are veterans shall be accorded all such veterans' preferences as are provided by law. (Persons discharged from the service within six months prior to making application to the Township who fulfill the requirements of N.J.S.A. 40A:14-10.1, and who thereby are entitled to appointment notwithstanding their failure to meet the New Jersey residence requirement at the time of their initial application shall be placed in Class III.)
- d. In making such appointments, the Appointing Authority shall first appoint all those in Class I and those in each succeeding class in the order above listed, and shall appoint a person or persons in any such class only to a vacancy or vacancies remaining after all qualified applicants in preceding class or classes have been appointed or have declined an offer of appointment.
- e. The classes of qualified applicants defined in Subsection c above, shall be considered as separate and successive lists of eligibles, and the Civil Service Commission shall, when requested to certify eligibles for positions specified in this section, make such certifications from the classes separately and successively, and shall certify no person

from any such class until all persons in the preceding class or classes have been appointed or have declined offers of appointment.

- f. This section shall apply only to initial appointments and not to the promotional appointments of persons already members of the Police Department.
- g. In making temporary appointments, the Appointing Authority shall utilize the classifications set forth in Subsection c above, and shall classify accordingly all duly qualified applicants for the position or positions to be temporarily filled.
- h. For all purposes, residency must be continuously maintained from the closing date for application up to and including the date of appointment.

III. CHAPTER 2, SECTION 14.9 SHALL BE AND HEREBY IS HEREBY ESTABLISH AS FOLLOWS:

2-14.9 Hiring, promotion and supervision of officer.

- a. No family member, including a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act of a member of the Police Department shall be eligible for appointment to the Police Department. This policy does not apply to family members who are presently members of the Police Department.
- b. No members of the Police Department shall participate in any procedures related to the promotion, performance evaluation or discipline of a family member, including a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act.
- c. No members of the Police Department shall supervise or have supervisory authority over a family member, including a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act, except in cases of emergencies or emergency circumstances.

IV. 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.

V. 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.

VI. 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: September 28, 2021

ADOPTED: October 12, 2021

Legislative History

The purpose of this ordinance is to update the requirements for appointment to the West Orange Police Department for entry-level law enforcement positions. Pursuant to N.J.S.A. 11A:4-1.3(a), municipalities are authorized to hire entry level law enforcement officers without requiring the candidates to take the Civil Service Commission examination. Instead, under these alternate route appointments, a candidate is eligible for appointment by completing a full Basic Course for Police Officers training at a school approved and authorized by the New Jersey Training Commission. In addition, this ordinance also establishes a conflict of interest and nepotism policy governing which is also a requirement for a municipality to utilize the alternate route option for appointments.

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

[New Jersey Statutes Annotated](#)

[Title 11a. Civil Service \(Refs & Annos\)](#)

[Chapter 4. Selection and Appointment \(Refs & Annos\)](#)

N.J.S.A. 11A:4-1.3

11A:4-1.3. Exemption from civil service law enforcement examination requirement for entry-level enforcement officers; successful completion of full Basic Course for Police Officers course

Effective: August 4, 2021

[Currentness](#)

<Section effective on Aug. 4, 2021.>

a. The Civil Service Commission shall exempt from the requirement to take an examination for an entry-level law enforcement position a person who has successfully completed a full Basic Course for Police Officers training course at a school approved and authorized by the New Jersey Police Training commission.

b. The Civil Service Commission shall promulgate, pursuant to the “Administrative Procedure Act,” P.L.1968, c. 410 (C.52:14B-1 et seq.), rules and regulations and establish administrative processes that are reasonable, necessary, and consistent with the provisions of this act.

c. A municipal or county police department may hire a person, exempt from the requirement to take an examination for an entry-level law enforcement position pursuant to subsection a. of this section, upon adoption of an ordinance or resolution by the governing body authorizing such hiring by the police department and the adoption of a conflict of interest and nepotism policy.

Credits

[L.2021, c. 7, § 1, eff. Aug. 4, 2021.](#)

Editors’ Notes

2021 Electronic Update

GOVERNOR'S STATEMENT UPON SIGNING

Senate Bill No. 3220 (First Reprint)--L.2021, c. 7

Today I am signing Senate Bill No. 3220 (First Reprint), which allows an exemption from the Civil Service Commission ("CSC") Law Enforcement Examination requirement for entry-level law enforcement officers. The exemption only applies if a person demonstrates successful completion of a police training course approved by the New Jersey Police Training Commission. The bill allows a municipal or county police department to hire a person exempt from the requirement as long as there is a conflict of interest and nepotism policy in effect.

I commend the sponsors' goal of addressing diversity in police hiring. Among the various ways law enforcement officers are hired, the CSC has provided a Law Enforcement Examination in an effort to create a neutral, objective, and equitable means by which those who wish to serve this State through upholding our laws can establish candidacy to do so in civil service jurisdictions. Unfortunately, because of a multiplicity of factors, including the inability of some candidates to afford the privately run preparatory courses that give certain candidates an edge, these tests can sometimes yield eligibility lists that disproportionately reflect non-minority candidates at the top of the list.

This bill would allow, but not require, an appointing authority to hire a candidate based upon completion of a course that teaches and tests an array of qualities and skills necessary to become a successful law enforcement officer. This can serve as a particularly useful tool for localities seeking to expand the diversity of their police forces in instances where the test may have limited that option.

To that end, I am strongly urging municipalities and other hiring jurisdictions seeking to take advantage of the bill to financially sponsor promising candidates for course completion. Such a financial commitment would help avoid the skewed selection of only candidates who can afford to fund the basic course on their own, which too often excludes persons of color. I am also urging that appointing authorities refrain from using this option if it will perpetuate, rather than reduce, the disparity in the hiring of minority candidates.

Finally, I wish to note that the law provides the CSC broad authority to enforce the Civil Service Act and to issue regulations to effectuate its laudable purposes. My Administration is committed to creating a fairer New Jersey, and part of that commitment means ensuring equality among the ranks of our valued law enforcement officers. I would remind both appointing authorities and candidates seeking to utilize the option created by this bill that, once hired, these employees enjoy the full range of civil service protections, which will continue to be robustly enforced by my Administration.

For these reasons, and with these strong recommendations, I am signing Senate Bill No. 3220 (First Reprint) into law today.

Date: February 4, 2021

/s/ Philip D. Murphy

Governor

N. J. S. A. 11A:4-1.3, NJ ST 11A:4-1.3

Current with laws through L.2021, c. 130 and J.R. No. 3.

End of Document

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EMPLOYER CERTIFICATION

Applicant exemption from the requirement to take an examination for an entry-level law enforcement position

(Please Print or Type)

Applicant's Full Name:		Social Security Number:
Jurisdiction Name:		
Address:		
City:	State:	Zip:
Contact Person Name:		Telephone:
Contact Email Address:		Fax:

I certify that this appointment complies with all applicable State and Federal laws governing Equal Employment Opportunity.

I certify that the above named individual has successfully completed a full Basic Course for Police Officers ("BCPO") training course at a school approved and authorized by the New Jersey Police Training commission.

I certify that an ordinance or resolution has been adopted by the jurisdiction governing body which authorized the hiring of the above named individual and a conflict of interest and nepotism policy has been adopted pursuant to N.J.S.A. 11A:4-1.3.

Certifying Official Name and Title: (Please Print)

Signature of Certifying Official

Date

SUBMIT THIS FORM ALONG WITH:

1. A copy of the candidate's Police Training Commission Certificate
2. A copy of the ordinance or resolution authorizing the hiring
3. A copy of the jurisdiction's conflict of interest and nepotism policy
4. CAMPS New Hire Form

TO:

**NEW JERSEY CIVIL SERVICE COMMISSION
PO BOX 313, TRENTON, NEW JERSEY 08625-0313**

OR via email to: igs.support@csc.nj.gov

CONTACTING OUR OFFICE:

If you have inquiries regarding this application, please email:
igs.support@csc.nj.gov

NEW JERSEY CIVIL SERVICE COMMISSION USE ONLY

The applicant's information and required documentation verified

Authorized Signature

Date

New Hire – Exempt from entry-level law enforcement examination***JURISDICTION CODE*****EFFECTIVE DATE**

Transaction Codes: 02

MM/DD/YYYY

EMPLOYEE INFORMATION:

*Social Security Number	*First Name	MI	*Last Name	Suffix

***HOME ADDRESS**

*Street1		
Street2		
*City	*State	*Zip

EMPLOYEE ID JOB NO.

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CAMP S Generated Codes – Enter only if known

Email Address	*Date of Birth	*Gender	*EEO Ethnic Code	Educ. Code
		☐ Female ☐ Male ☐ Non-Binary		

*US Citizen	Immigration Number	Driver's License Number	State of Issue	*Residency Code
☐ Yes ☐ No				

Comments

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APPOINTMENT INFORMATION:

* Transaction Code	*Appt. Type	*Title Code	*Title Name
	RLW		

*Jurisdiction Name	*Jurisdiction Department	License Code

*Comp. Method	Part Time %	*Essential Emp.	*Salary Range Minimum	*Salary Range Maximum
		☐ Yes ☐ No		

*Base Salary	Extra Salary	Max. Appt. Duration

* Work Week Hours	WTP Start Date	Special Legislation Citation	Canvassed List
		NJSA 11A:4-1.3	☐ Yes ☐ No

Comments

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AUTHORIZING SIGNATURES:

The Appointing Authority takes responsibility for informing the employee and accepts responsibility for the accuracy of this request.

Appointing Authority: I certify that the action requested conforms to Civil Service Commission Rules and Regulations. This request has been made in accordance with legal requirements. * Employer Certification must be attached.

SIGNATURE OF AA:	DATE:	TITLE:

FOR APPOINTING AUTHORITY USE:

X _____	X _____
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ALTERNATE ROUTE APPOINTMENTS

This is intended to set forth the requirements and procedures for recording an “alternate route” appointment to a law enforcement position, pursuant to *P.L. 2021, c. 7*.

TITLES INCLUDED:

Police Officer (municipal)
County Police Officer
Campus Police Officer Recruit
Police Officer Palisades Interstate Park
Police Officer Recruit Human Services
State Park Police Officer Trainee

PRE-REQUISITES

Must meet the requirements for the desired title.

Must have successfully completed the full Basic Course for Police Officers at a school approved and authorized by the New Jersey Police Training Commission.

Local jurisdiction must have an ordinance or *resolution* in place authorizing hiring under *P.L. 2021, c. 7*.

Local jurisdiction must have an ordinance or resolution in place preventing conflicts of interest/nepotism.

PROCEDURES

Any appointing authority wishing to make an appointment under this program must submit the Employer Certification, which certifies that all of the above pre-requisites have been met.

Copies of the applicable ordinances or resolution and the certificate of completion of the Basic Course for Police Officers must be attached to the Certification.

Appointments will be recorded in CAMPS with an “RLW” appointment type, which is subject to successful completion of a 12-month working test period.

Appointments under this program cannot be made in the presence of a special reemployment list.