

1. Conference Meeting Agenda

Documents:

[CA 11.9.21.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 11.9.21.PDF](#)

3. Report Of Township Officers

Documents:

[11-4-2021 MEMO \(RE DIANA MCGOVERN\).PDF](#)
[RESUME DIANA MCGOVERN \(COUNSEL\).PDF](#)

4. Resolution(S)

4.I. 277-21

Documents:

[277-21 RESOLUTION CHANGE ORDER NO. 3 STREET IMPROVEMENTS
2020 PHASE II.PDF](#)
[277-21 ATTACHMENT - CHANGE ORDER NO. 3 STREET IMPROVEMENTS
2020 PHASE II.PDF](#)

4.II. 278-21

Documents:

[278-21 RESOLUTION EMERGENCY ROAD CONSTRUCTION REPAIR -
REMNANTS OF HURRICANE IDA.PDF](#)

4.III. 279-21

Documents:

[279-21 RESOLUTION EMERGENCY ROAD CONSTRUCTION REPAIR -
REMNANTS OF HURRICANE IDA - BROOK PLACE AND WESSMAN
DRIVE.PDF](#)

4.IV. 280-21

Documents:

[280-21 APPOINTING QUALIFIED PURCHASING AGENT - PANAYIOTA
REYNOLDS.PDF](#)

4.V. 281-21

Documents:

281-21 RESOLUTION TO AWARD A CONTRACT TO EASTERN
COMMUNICATIONS 2021 PHS 2.PDF
281-21 EXHIBIT A RADIO EQUIPMENT 2021.PDF

4.VI. 282-21

Documents:

282-21 RESOLUTION TO AWARD A CONTRACT TO PURCHASE 2 HVAC
UNITS TOWN HALL.PDF
282-21 EXHIBIT - CARRIER.PDF

4.VII. 283-21

Documents:

283-21 RESOLUTION AUTHORIZING SUBORDINATION OF MORTGAGE RE
94 MAYFAIR DRIVE.PDF
283-21 EXHIBIT - AUTHORIZING SUBORDINATION OF MORTGAGE RE 94
MAYFAIR DRIVE.PDF

4.VIII. 284-21

Documents:

284-21 AUTHORIZING COMPETITIVE CONTRACTING PROCESS - TPA
SERVICES.PDF

4.IX. 285-21

Documents:

285-21 EXEMPT VETS RESOLUTIONS.PDF

4.X. 286-21

Documents:

286-21 THE ROCK 1925.PDF
286-21 METHOD OF OPERATION WITH EXHIBITS.PDF

4.XI. 287-21

Documents:

287-21 RESOLUTION DESIGNATING A PROPERTY WITHIN MAIN STREET
EXTENSION AREA FOR REDEVELOPMENT.PDF

4.XII. 288-21

Documents:

288-21 RAFFLE LICENSE 11.9.21.DOC.PDF

4.XIII. 289-21

Documents:

5. Ordinance(S) On First Reading

5.I. 2664-21

Documents:

2664-21 - SPECIAL EMERGENCY ORDINANCE (SEVERANCE LIABILITIES) -
2021 - WEST ORANGE.PDF

5.II. 2665-21

Documents:

2665-21 HANDICAPPED SPACES - 160 SVR 34 PARK TERR AND 41
LIBERTY STREET.PDF

5.III. 2666-21

Documents:

2666-21 ORDINANCE AMENDING THE FEES FOR CERTIFICATE OF
OCCUPANCIES FOR COMMERCIAL SPACE.PDF

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, November 9, 2021
Meeting No. 18

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

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

Department of Planning and Development

ROBERT D. PARISI

Mayor

Tel: (973) 325-4110

Fax: (973) 325-6359

DIANA L. CHANDLER

Acting Planning Board Secretary

Email: planningboard@westorange.org

Dr. Robert Bagoff, *Chairman*
William B. Wilkes II, *Vice-chairman*
Jerry Guarino
Lee D. Klein, PE PTOE
Councilwoman Susan McCartney
John McNair
Peter F. Smeraldo, Jr.
Christopher Morgan, Sr. (*Mayor's Designee*)

Kenneth D. McPherson III, Esq., *Board Attorney*
Paul Grygiel, AICP, PP, *Township Planner*
John J. Hess, PE, PP, *Consulting Engineer*
Leonard Lepore, PE, *Township Engineer*

MEMORANDUM

TO: Town Council, Richard Trenk

FROM: Diana L. Chandler, Acting Planning Board Secretary

DATE: November 4, 2021

RE: **Planning Board Attorney**

At the Planning Board Regular Meeting on November 3, 2021, the Board voted in favor of appointing Diana P. McGovern, Esq. as Planning Board Attorney. Please see resume attached.

Cc: Township Clerk
Shari Quirk
Robert Bagoff, Chairman
Kenneth D. McPherson III, Esq.

DIANA POWELL McGOVERN

68 Edgewood Avenue

Nutley, NJ 07110

Education

1984 Seton Hall University School of Law, J.D.

Cum Laude

1981 Muhlenberg College, B.A.

Cum Laude

1977 Nutley High School

Bar Admissions

United States District Court - District of New Jersey

Third Circuit Court of Appeals

Employment

**2003-Present Township of Nutley,
Zoning Board of Adjustment Attorney**

**2006-Present Zimmerer, Murray, Conyngham & Kunzier
Park 80 West, Plaza Two
250 Pehle Avenue, Suite 108
Saddle Brook, NJ 07663
Counsel**

**1985-2006 O'Donnell, Kennedy, Vespole & Piechta
414 Eagle Rock Avenue
West Orange, NJ
Associate, Partner**

1984-85 Hon. Nicholas Scalera, A.J.S.C.

Law Clerk

1983-1984

Kennedy & Kennedy

Law Clerk

1982-1983

Essex County Prosecutor's Office

Legal Intern

1982 (Summer)

Hon. Thomas Kean, Governor

Legal Intern- Counsel to the Governor

Personal

Date of Birth:

January 25, 1959

Place of Birth:

Jersey City, NJ

Married:

Philip F. McGovern, Jr.

Children:

Philip F. McGovern, V (DOB- 1/15/93)

Madeline M. McGovern (DOB- 2/6/95)

RESOLUTION

WHEREAS, by Resolution No. 66-21 dated April 20, 2021, the Township Council awarded the Contract Street Improvements 2020 Phase II to Cifelli & Son General Contracting, 81 Franklin Avenue, Nutley, NJ 07110 in the amount of \$2,091,766.75; and

WHEREAS, the work under this contract included street improvements consisting predominantly of curb, sidewalk, driveway aprons and pavement milling and resurfacing to thirteen (13) Municipal Streets or parts thereof; and

WHEREAS, the Municipal Engineer desired to extend the limits of this project to include Redwood Avenue, Woodland Avenue to Ellis Street, and Ellis Street; and

WHEREAS, by Resolution No. 183-21 dated July 13, 2021 the Township Council approved Change Order No. 1 for this contract with Cifelli & Son General Contracting, in the amount of \$216,000.00; and

WHEREAS, the total funds appropriated through Change Order No. 1 is \$2,307,766.75; and

WHEREAS, the Municipal Engineer desired to extend the limits of this project to include Skyline Drive; and

WHEREAS, by Resolution No. 263-21 dated October 12, 2021 the Township Council approved Change Order No. 2 for this contract with Cifelli and Son General Contracting in the amount of \$162,000.00; and

WHEREAS, the total funds appropriated through Change Order No. 2. Is \$2,469,766.75 or an 18.07 percent increase in the original contract amount; and

WHEREAS, the Municipal Engineer desires to extend the limits of this contract a third and final time to include improvement of Edgewood Avenue from Rock Spring Road to Arverne Road; and

WHEREAS, the New Jersey American Water Company recently installed a new water main and services on this section of Edgewood Avenue where as the Municipal Engineer recommends to avoid further deterioration of the roadway disturbed by NJAWC that the roadway be improved before onset of winter; and

WHEREAS, the Municipal Engineer estimated the cost to improve this section of Edgewood Avenue is \$330,750.00 which along with the estimate of \$15,000.00 to complete three other streets will bring the total project cost to \$2,815,516.75 or a 34.60 percent increase in the total contract amount including Change Orders No. 1 and No. 2; and

WHEREAS, the Local Public Contracts Law and the New Jersey Administrative Code allow for Change Orders in excess of twenty (20) percent provided a written certification is filed by the Contractor an Engineer, a request is made to the Township Council by the Mayor's designee, the Municipal Engineer and a Notice be placed in the official newspaper; and

WHEREAS, the certification reads as follows; The New Jersey American Water Company (NJAWC) recently constructed a new water main and house services on Edgewood Avenue between Rock Spring Avenue and Arverne Road. The trench and road alongside the trench is deteriorating. The street needs to be improved before the onset of winter to avoid further deterioration which may make the roadway hazardous. Originally when the work was performed by NJAWC it appeared the road was in reasonably good condition to allow for its improvement in 2022. But recent weather events including the heavy rains from Hurricane Ida have led to the poor condition of the roadway. The improvements will be made as an extension of quantities to the unit price contract, Street Improvements 2020 Phase II. If this project were bid on its own prices will be higher due to remobilization and smaller quantities. Furthermore, it would not be completed until 2022. Thus, the certification to proceed with these improvements at this time as outlined in Change Order No. 3 for this project is submitted; and

WHEREAS, the letter of the Municipal Engineer dated October 26, 2021 is the request to the Governing Body; and

WHEREAS, this Resolution will be published in the West Orange Chronicle as notice of this Change Order; and

WHEREAS, New Jersey American Water Company contributed \$87,000.00 toward the milling and paving of Edgewood Avenue; and

WHEREAS, sufficient funds exist for this additional work; and

WHEREAS, the Township Council concurs in the foregoing that the provisions of the New Jersey Local and Public Contracts Law and New Jersey Administrative Code are met.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 3 for the project Street Improvements, 2020 Phase II with Cifelli & Son General Contracting, 81 Franklin Avenue, Nutley, NJ 07110 in the amount of \$345,750.00 or a 34.6 percent increase in the original contract amount is hereby approved bringing the adjusted contract amount to \$2,815,516.75.

BE IT FURTHER RESOLVED that this Resolution be published in the West Orange Chronicle within in 10 days of adoption to satisfy the requirements of the New Jersey Administrative Code for Change Orders over 20 percent.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Adopted: November 9, 2021

I hereby certify funds are available

John Gross, Chief Financial Officer

Cindy Matute – Brown, Council President

**ACCT NO. 03 2610 20 0500 110
2020 Capital Budget
Road Improvements
\$258,750.00
Escrow Fund
\$87,000.00**



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

October 25, 2021

CHANGE ORDER NO. 3

PROJECT: STREET IMPROVEMENTS, 2020 PHASE II

CONTRACTOR: CIFELLI & SON GENERAL CONTRACTING
81 FRANKLIN AVENUE
NUTLEY, NJ 07110

Original Contract Amount \$2,091,766.75

Change Order No. 1

Total \$216,000.00

Adjusted Contract Amount \$2,307,766.75
Through Change Order No. 1

Percent Increase in Contract 10.33%
Through Change Order No. 1

Change Order No. 2 \$162,000.00

Adjusted Contract Amount \$2,469,766.75
Through Change Order No. 2

Percent Increase in Contract 18.07%
Through Change Order No. 2

Change Order No. 3

Edgewood Avenue Improvement

1150 linear feet @ \$165 per linear foot \$189,750.00

1150 linear feet @ \$90 per linear foot \$103,500.00

250 linear feet @ \$150 per linear foot \$37,500.00

Additional Funds for Estimated Final Quantities \$15,000.00
for Rand Drive, Parson Drive and Skyline Drive

Total: \$345,750.00

Adjusted Contract Amount Thru Change Order No. 3 \$2,815,516.75

A Percent Increase in Contract
Thru Change Order No. 3

34.60%

Reason for Change Order and Increase

Adding one additional street, Edgewood Avenue between Rock Spring Avenue and Arverne Road where the NJ American Water Company installed a new water main and services and additional funds for estimated Final Quantities for Rand Drive, Parson Drive and Skyline Drive

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

This Change Order was approved by Resolution No.
Township Council.

dated _____ of the West Orange

R E S O L U T I O N

WHEREAS, in early September 2021, the Township's Engineering Division determined five roads, Brennan Drive, Crystal Avenue, Cobane Terrace, Rollinson Street and Syme Avenue in need of emergency road construction due to severe damage caused during Hurricane Ida on September 1 and September 2, 2021; and

WHEREAS, in late September 2021, S. Brothers Inc., P.O. Box 317, South River, NJ 08882 performed emergency road construction consisting of pavement milling and resurfacing and manhole and inlet repair at a cost of \$111,974.00; and

WHEREAS, the Township Engineer by letter dated October 25, 2021 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in the amount of \$111,974.00 is authorized to pay S. Brothers Inc. for emergency road construction to portions of Brennan Drive, Crystal Avenue, Cobane Terrace, Rollinson Street and Syme Avenue.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

Karen J. Carnevale, RMC, Municipal Clerk

Cindy Matute – Brown, Council President

Adopted: November 9, 2021

I certify funds are available for this work

**Account No. 03 2610 20 0500 110
2020 Capital Budget
Road Improvement
\$111,974.00**

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, in early September 2021, the Township's Engineering Division determined Brook Place and Wessman Drive both were in need of emergency road construction due to severe damage caused during Hurricane Ida on September 1 and September 2, 2021; and

WHEREAS, the Municipal Engineer estimated the cost of this project to be \$337,500.00 which is above the bid threshold of \$44,000.00; and

WHEREAS, in late September 2021 though mid-October, 2021 Reggio Construction, Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 performed emergency road construction consisting of pavement milling, resurfacing, new curb and sidewalk on Brook Place and new sidewalk on Wessman Drive at a cost of \$337,500.00; and

WHEREAS, the Township Engineer by letter dated October 25, 2021 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in the amount of \$337,500.00 is authorized to pay Reggio Construction, Inc. for emergency road repair on Brook Place and Wessman Drive.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

Karen J. Carnevale, RMC, Municipal Clerk

Cindy Matute – Brown, Council President

Adopted: November 9, 2021

I certify funds are available for this work

**Account No. 03 2610 20 0500 110
2020 Capital Budget
Road Improvement
\$337,500.00**

John O. Gross, Chief Financial Officer

Resolution Appointing Panayiota Reynolds as the Qualified Purchasing Agent and to keep the existing Bid Threshold

WHEREAS, the position of Qualified Purchasing Agent (QPA) was filled by Panayiota Reynolds as of February 1, 2021 with resolution 27-21 As the Temporary Qualified Purchasing Agent; and

WHEREAS, the current Acting Purchasing Agent, Panayiota Reynolds, has successfully passed QPA examination and holds her license issued by the Director of Local Government Services; and

WHEREAS, the Mayor recommends the Township's current Acting Purchasing Agent, Panayiota Reynolds, be appointed as the Qualified Purchasing Agent; and

WHEREAS, as Qualified Purchasing Agent, Panayiota Reynolds has already been compensated in accordance with the Township Salary Ordinance for the position of Purchasing Agent; and

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council, County of Essex, State of New Jersey that:

1. Pursuant to N.J.S.A. 40A:11-9g, Panayiota Reynolds be and hereby is appointed as Qualified Purchasing Agent, and is hereby authorized to exercise the duties of a QPA; and
2. This appointment maintains the Township of West Orange's bid threshold at \$44,000.00.
3. That a certified copy of this resolution and a copy of Panayiota Reynolds QPA certification be forwarded to the Director of the Division of Local Government Services.

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

Cindy Matute-Brown
Council President

Adopted : November 9, 2021

**RESOLUTION TO UPGRADE THE 800 MHz RADIO
COMMUNICATION EQUIPMENT 2ND PHASE**

WHEREAS, the Township needs to replace non serviceable radio equipment to allow us to continue operating on the proprietary EDACS system until the remainder of the phased purchases are completed; and

WHEREAS, resolution 25-21 dated January 26, 2021 was approved for the 1st phase

WHEREAS, this equipment will be used by all emergency services within West Orange and allow interoperability with other public safety and emergency service agencies; and

WHEREAS, this equipment will allow West Orange the latest in technology to support its First responders and emergency personnel; and

WHEREAS, Eastern Communications, LTD. is a New Jersey State Contract vendor who will be the supplier for the L3Harris proprietary equipment through contract No. A83932 (see "Exhibit A"); and

WHEREAS, the Township of West Orange as a Local Government Unit, may without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury pursuant to the provision of N.J.S.A. 40A: 11-12.

NOW, THEREFORE BE IT RESOLVED by the Township of West Orange Council that the award to upgrade the Radio Equipment go to **Eastern Communications Ltd. 48-14 36TH Street, Long Island City, NY 11101 in the amount of \$893,362.47** pending the twenty (20) day waiting period for the bond ordinance which will be November 24, 2021.

BE IT FURTHER RESOLVED, that the Purchasing Agent is hereby authorized to arrange to pay for the foregoing in accordance with the terms of the Purchase Order on behalf of the Township of West Orange with funds approved by the Chief Financial Officer.

Karen J. Carnevale, Municipal Clerk

**Cindy Matute Brown
Council President**

Adopted: November 9, 2021

I hereby certify funds to be available:

John O. Gross, Chief Financial Officer

“ EXHIBIT A”

To: Nick Allegrino
 Communications Manager
 Township of West Orange
 66 Main Street
 West Orange, NJ 07052
 973-325-4006
 nickallegrino@wopcd.org

Quote Date 1/14/2021
 Quote # ECLQ320-1488
 Revision 2
 Quote Validity 30 Days
 Estimated Lead-Time TBD
 Payment Terms Net 30

Project

Township of West Orange - P25 Radio System Refresh Budgetary Estimate

Quoted By

Justin Caballero

Item	Description	Est Price
1	P25 Trunked Core - High Availability VIDA Essentials Core - Host Intrusion Detection System (HIDS), Anti-Virus (AV) and Firewall - System Terminal with Monitor	\$ 223,200.82
2	Symphony Dispatch Consoles - Redundant Dispatch Router & Switch - QTY (4) - Symphony Dispatch Console with Foundation Feature Set configured with: - Symphony PC, 22" Monitor, (2) Speakers, Footswitch, Desktop Mic, and Wired Headset - AES Encryption & Dynamic Cross Mute feature sets	\$ 112,372.90
3	BeOn w/ Location Mapping - BeOn Premier Server License - supports up to 500 Client Devices - Through the BeOn windows Client, users can view real-time location mapping for other BeOn users or GPS Enabled Land Mobile Radios - QTY 4 - BeOn Windows Client Licenses with AES encryption - QTY (50) BeOn Client Licenses with AES encryption (iOS or Android)	\$ 35,397.00
4	In-Band GPS Situational Awareness Status Aware Server licensed for up to 100 radios	No Charge
5	P25 Phase 2 Trunked Simulcast Equipment - QTY (2) - 5 CH, 800 MHz, P25 Trunked Phase 2 Simulcast Sites - Distributed Control Point Software and Licensing - GPS Timing and Synchronization Equipment	\$ 511,993.75
6	EDACS Migration Gateway Enables voice calls with Radio IDs and Emergencies to pass between EDACS and P25 systems.	\$ 63,479.20
7	Interoperability Gateway QTY (1) 4 Channel, Interop Gateway for interface to legacy conventional systems.	\$ 27,375.60
L3Harris P25 Equipment - Total		\$ 973,819.27
8	Miscellaneous Site Materials	\$ 50,000.00
9	Trunked Logging Recorder	\$ 35,597.08
10	Microwave Equipment - QTY (2) Hops - Microwave includes IP Ethernet and T1 interfaces - Network Manager for alarm reporting	\$ 32,630.85
Other Infrastructure Upgrades Total		\$ 118,227.93
11	Technical Services - Equipment Configuration, Test and Staging at Eastern Communications in Queens, NYC - Delivery of P25 equipment to West Orange, NJ for temporary storage. - Installation of Microwave system.	\$ 226,500.00
Services Total		\$ 226,500.00
TOTAL		\$ 1,318,547.20
Winter Incentive (Incentive End Date : February 28, 2021)		\$ (319,550.00)
FINAL TOTAL		\$ 998,997.20

Project

Township of West Orange - P25 Radio System Refresh Budgetary Estimate

Quoted By

Justin Caballero

Item	Description	Est Price
Notes / Assumptions		
1) Pricing is based on NJ State Contract.		
2) Pricing is provided for budgetary planning purposes and may change based on final design requirements.		
3) Eastern assumes existing antenna systems and combiners will be reused.		
4) Pricing does not include any backup power systems, antenna systems, shelters, site improvements, grounding, electrical work or tower improvements. These services can be provided after assessment of site conditions.		



Thank you for your business!
www.easterncommunications.com
48-14 36th Street, Long Island City, NY 11101, 718-729-2044

Proprietary and Confidential

RESOLUTION

**RESOLUTION AWARDING A CONTRACT TO CARRIER CORPORATION, THROUGH
USE OF THE SOURCEWELL (formerly NJPA) NATIONAL COOPERATIVE
PURSUANT TO N.J.S.A. 52:34-6.2**

WHEREAS, The Township of West Orange (“Township”) Town Hall located at 66 Main Street is in need of a new HVAC system for the 2nd floor; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, the Sourcewell cooperative operates under the enabling authority of Minnesota State statute 123A.21 and

WHEREAS, the Township’s membership #28197 was established in 2015; and

WHEREAS, the Purchasing Agent published on April 28, 2021 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the Sourcewell Cooperative Contract # 030817-CAR with Carrier Corporation 5900 Northwoods Business Parkway, Charlotte, NC 28269 to purchase and install 6 ton and 7.5-ton split unit and installation to be done on the weekend, provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHEREAS, there were no comments presented, and

WHEREAS, the Department of Public Works has determined the Township’s use of the Sourcewell cooperative purchasing contract to procure the two HVAC units will result in a cost savings for the Township; and

WHEREAS, consistent with the Sourcewell cooperative purchasing contract and the needs of the Township, Carrier Corporation 5900 Northwoods Business Parkway, Charlotte, NC 28269 provided a proposal, see attached cost sheet hereto “Exhibit A”.

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council the following:

1. The Township shall receive from the Carrier Corporation all supplemental documentation which complies with the laws of the State of New Jersey for vendors awarded a contract by a public entity.
2. The Township Acting Purchasing Agent be authorized to enter into a contract on behalf of the Township and a purchase order issued.
3. The Township’s Chief Financial Officer certifies sufficient funds are available for said procurement for \$49,250.00.

Karen J. Carnevale, Municipal Clerk

Cindy Matute-Brown, Council President

Adopted: November 9, 2021

I Certify funds available from: Capital Account No. 03-2544-18-0200-020

John O. Gross, Chief Financial Officer

“ EXHIBIT A”



Address 100 Delawanna Avenue, Suite 401
Clifton New Jersey 07014
Phone 919-695-1211
Fax 860-353-6031
E-mail Jeramie.russell@carrier.com

Contact Name Lou Reynolds
Account TOWNSHIP OF WEST ORANGE
Phone (973) 725-8774
Site Address 60 Main St
West Orange, NJ, 07052-5404

Estimate Date 03/25/2021

Quote Number 00555310

Job Description Replace 7.5 Ton Split System

Scope of Work

- Furnish Replacement 7.5-ton AC Only Split System, refrigerant piping, thermostat, refrigerant, oil and misc fittings.
- Remove refrigerant from existing unit.
- Disconnect unit electrical and refrigerant piping.
- Rig existing air handling unit out of the building and install new unit in its place.
- Provide Crane to rig existing condenser unit off the roof (1st crane visit)
- Allow roofer to install roof rails for new condenser
- Rig new condenser onto roof. (2nd crane visit)
- Install new refrigerant piping
- Reconnect existing electrical feeds and ductwork.
- Charge unit
- Start-up system and verify proper operation

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Straight time only installation. Existing roof penetration to be re-used. All roof work excluded. Existing electrical feeds to be re-used. Air balancing not included. **This project was priced using NJPA/Sourcewell Contract # 030817-CAR.** No Heat in the unit (AC ONLY).

Total Quoted Price

OPTION 1: Crane and Rigging provided by Carrier (two lifts)

Total Price for Scope of Work excluding applicable taxes:

\$22,350.00

OPTION 2: Crane and Rigging provided by West Orange

Total Price for Scope of Work excluding applicable taxes:

\$20,230.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

J. Scott Russell

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and supplies for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform - shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. Neither party receives personal data under this Agreement for monetary or other valuable consideration.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.



Address 100 Delawanna Avenue, Suite 401
Clifton New Jersey 07014

Phone 862-349-6486

Fax

E-mail mohamed.abdelrahman@carrier.com

Contact Name Lou Reynolds

Account TOWNSHIP OF WEST ORANGE

Phone (973) 725-8774

Site Address 60 Main St
West Orange
NJ
07052-5404
United States

Estimate Date 10/28/2021

Quote Number 00555310 / R 1

Job Description Municipal Building - Split System #1 Installation

Scope of Work

- Furnish Replacement 7.5-ton AC Only Split System, refrigerant piping, thermostat, refrigerant, oil and misc fittings.
- Remove refrigerant from existing unit.
- Disconnect unit electrical and refrigerant piping.
- Rig existing air handling unit out of the building and install new unit in its place.
- Provide Crane to rig existing condenser unit off the roof (1st crane visit)
- Allow roofer to install roof rails for new condenser
- Rig new condenser onto roof. (2nd crane visit)
- Install new refrigerant piping
- Reconnect existing electrical feeds and ductwork.
- Charge unit
- Start-up system and verify proper operation

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the

Straight time only installation. Existing roof penetration to be re-used. All roof work excluded. Existing electrical feeds to be re-used. Air balancing not included. **This project was priced using NJPA/Sourcwell Contract # 030817-CAR.** No Heat in the unit (AC ONLY). quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

OPTION 1: Crane and Rigging provided by Carrier (two lifts)

Total Price for Scope of Work excluding applicable taxes: \$22,350.00

OPTION 2: Crane and Rigging provided by West Orange

Total Price for Scope of Work excluding applicable taxes: \$20,230.00

Price adder for Saturday/Sunday works:

Total Price for Scope of Work excluding applicable taxes: \$6,400.00

Cost Absorbed by Carrier (for Heat)

-\$3,500.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Mohamed Abdelrahman

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE - EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy.

Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

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16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

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22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

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26. SUPERSEDE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

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28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health

Act("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY -- The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tem199-109848.pdf.

35. EQUIPMENT RENTALS -- If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions -- Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.



Address 100 Delawanna Avenue, Suite 401
Clifton New Jersey 07014
Phone 919-695-1211
Fax 860-353-6031
E-mail Jeramie.russell@carrier.com

Contact Name Lou Reynolds
Account TOWNSHIP OF WEST ORANGE
Phone (973) 725-8774
Site Address 60 Main St
West Orange, NJ, 07052-5404

Estimate Date 03/25/2021
Quote Number 00585150

Job Description Replace 6 Ton Split System

Scope of Work

- Furnish Replacement 6-ton AC Only Split System, refrigerant piping, thermostat, refrigerant, oil and misc fittings.
- Remove refrigerant from existing unit.
- Disconnect unit electrical and refrigerant piping.
- Rig existing air handling unit out of the building and install new unit in its place.
- Provide Crane to rig existing condenser unit off the roof (1st crane visit)
- Allow roofer to install roof rails for new condenser
- Rig new condenser onto roof. (2nd crane visit)
- Install new refrigerant piping
- Reconnect existing electrical feeds and ductwork.
- Charge unit
- Start-up system and verify proper operation

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Straight time only installation. Existing roof penetration to be re-used. All roof work excluded. Existing electrical feeds to be re-used. Air balancing not included. This project was priced using NJPA/Sourcewell Contract # 030817-CAR. No Heat in the unit (AC ONLY).

Total Quoted Price

OPTION 1: Crane and Rigging provided by Carrier (two lifts)

Total Price for Scope of Work excluding applicable taxes:

\$20,500.00

OPTION 2: Crane and Rigging provided by West Orange

Total Price for Scope of Work excluding applicable taxes:

\$18,850.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Scott Russell

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE - EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform - shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Zoey Cervera (the “Owner”) residing at 94 Mayfair Drive, Lot 30 Block 179.08 (the “Property”), in the amount of Thirty-Four Thousand Seven Hundred Eighty-Five Dollars (\$34,785.00), which was dated December 17, 2018 and recorded in the Essex County Register’s Office on December 14, 2016 via Instrument Number 2016107184 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Lakeview Loan Servicing in the outstanding amount of One Hundred Thirty-Two Thousand Nine Hundred Fourteen Dollars (\$132,914.00) (the “First Mortgage”); and

WHEREAS, the Owner desires to refinance her home to obtain a new mortgage loan from Cross Country Mortgage LLC (“Cross Country”) in the amount of One Hundred Sixty-Five Thousand Dollars (\$165,000), and with an interest rate of 3.0% (the “New Mortgage”); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$425,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Attachment “**A**,” in favor of Cross Country with respect to the Property and the Owner; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; 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 Carnevale
Township Clerk

Cindy Matute-Brown
Council President

Adopted: November 9, 2021

Exhibit “A”

MORTGAGE SUBORDINATION AGREEMENT

THE AGREEMENT is made the ____ day of _____, 2021 by the Township of West Orange, whose address is 66 Main Street, West Orange, NJ 07052 (the “Subordinating Party”), and is being given to Cross Country Mortgage LLC (the “Lender”).

PRESENT MORTGAGE/DEED OF TRUST. At the present time the Subordinating Party holds a mortgage (referred to as the “Present Mortgage”) for the maximum amount of Thirty-Four Thousand Seven Hundred Eighty-Five dollars (\$34,785). The present mortgage is dated December 17, 2018 and was made by Zoey Cervera (Zepeda) (the “Owner”) to the Subordinating Party. The Subordinating Party also has a Note for payment that is secured by its present mortgage. This Mortgage covers the property at 94 Mayfair Drive, West Orange, Block 179.08, Lot 30 located in the County of Essex in the State of New Jersey.

This Mortgage was recorded on May 17, 2019 in the Office of the Essex County Register of Deeds as Instrument Number 2019045963.

NEW MORTGAGE. The Lender is about to make a new mortgage loan in the principal amount not to exceed One Hundred Sixty-Five Thousand dollars (\$165,000) to the Owner which will be secured by a mortgage (referred to as the “New Mortgage”) covering the same property as the Present Mortgage.

SUBORDINATION. It is the intention of the parties that the Present Mortgage will be subject, and subordinate to the New Mortgage including any renewal or extension of the new mortgage.

CONTINUING EFFECT. This Subordination shall only affect the priority of the Present Mortgage. The Present Mortgage shall remain in full force and effect in all other respects.

Witness:

Township of West Orange

By: _____

By: _____

Signed, sealed and delivered in the presence of or Attested to by

TOWNSHIP OF WEST ORANGE

Robert Parisi
Mayor, Township of West Orange

=====

I certify that on, _____, 2021, Mayor Robert Parisi personally came before me and this person acknowledged under oath, to my satisfaction, that

- (1) Personally signed this document.
- (2) Signed, sealed and delivered this document as his or her act and deed.

NOTARY PUBLIC

Notary Public Signature and Stamp/Seal

**RESOLUTION AUTHORIZING
COMPETITIVE CONTRACTING PROCESS**

This resolution will allow the Township to prepare a request for proposal in which the Competitive contracting methodology will be used according to the State Statute. The proposal will be prepared with a ranking of criteria so an award can be made based on multiple factors.

WHEREAS, the Township requires the services of a third-party administrator (TPA) to assist in the processing of the Township's various self-insured claims for worker's compensation, automobile and general liability; and

WHEREAS, under Local Public Contracts Law (the "LPCL") N.J.S.A. 40A. 40A:11-4.1 (b)(1) authorizes the Township to utilize competitive contracting in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

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

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

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that the Township be and hereby authorize to utilize competitive contracting to solicit and review proposals for the third-party administrator to assist in the processing of the Township's various self-insured claims for worker's compensation, automobile and general liability.

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

Cindy Matute-Brown, Council President

Adopted: November 9, 2021

285-21
November 9, 2021

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT
TO THE LISTED TAXPAYER DUE TO VETERAN EXEMPTION**

WHEREAS the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are do in the amounts listed below.

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the homeowners the tax refunds due:

ADDRESS	70 VACCA DRIVE		EXEMPT	3/22/2021
BLOCK	105		DATE	
LOT	1			
QUAL	C0070			
2021 PAYMENTS				
2021	DATE	AMOUNT	DAYS	REFUND DUE
Q1	2/4/2021	\$ 2,570.71	39	\$ 1,113.97
Q2	5/5/2021	\$ 2,570.71	90	\$ 2,570.71
Q3				
TOTAL				\$ 3,684.68
PAYABLE TO:				
Alana Patrick-Johnson				
70 Vacca Drive				
West Orange, NJ 07052				

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

Cindy Matute-Brown, Council President

Adopted : November 9, 2021

RESOLUTION

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS REQUIRED FOR ISSUANCE OF AN ANNUAL ABC CONCESSIONAIRE'S PERMIT BY THE NJ DIVISION OF ALCOHOLIC BEVERAGE CONTROL FOR THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES BY RBG HOSPITALITY GROUP LLC, D/B/A THE ROCK 1925, AT THE TOWNSHIP'S ROCK SPRING GOLF CLUB .

WHEREAS, in 2019, the Township of West Orange purchased the then privately owned Rock Spring Golf Club and turned it into a public daily fee golf facility, Rock Spring Golf Club at West Orange ("the Club") contracting with Kemper Sports Management, Inc. ("Kemper"), to manage the facility, including its food and beverage services; and

WHEREAS, Kemper has retained RBG Hospitality Group LLC, d/b/a The Rock 1925, ("RBG") to provide certain food and beverage services, including the sale and service of alcoholic beverages at the Club; and

WHEREAS, the NJ Division of Alcoholic Beverage Control provides for and pursuant to its regulations requires the issuance of a "Special Concessionaire Permit", issued annually and for an annual fee to a private vendor under contract with the unit of government to provide services to the public, including a municipal golf course operator such as Kemper, and RBG through its retention agreement with Kemper; and

WHEREAS, written approval of the owner of the public premises is required for issuance of a Special Concessionaire Permit; and

WHEREAS, the Governing Body of the Township of West Orange, being its Mayor and Township Council together, is familiar with the retention agreement between Kemper and RBG, with their plans and procedures for operating the food and beverage services, including the sale and service of alcoholic beverages at the Club, and approves of same, and the Mayor having the authority under law to enter into and execute agreements on behalf of the Township;

NOW THEREFORE BE IT AND IT HEREBY IS RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, and State of New Jersey, that West Orange Mayor Robert D. Parisi shall be and hereby is authorized to execute any and all documents required by the NJ Division of Alcoholic Beverage Control to confirm and affirm the approval of the Township of West Orange for issuance of an annual Special Concessionaire

Permit for RBG Hospitality Group, LLC, d/b/a The Rock 1925, to provide food and beverage services, including the sale and service of alcoholic beverages at the Rock Spring Golf Club at West Orange.

This resolution shall take effect immediately upon adoption at the regular meeting of the Township Council of the Township of West Orange, on November 9, 2021.

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

Cindy Matute-Brown
Council President

Adopted: November 9, 2021

AFFIDAVIT – METHOD OF OPERATION

STATE OF NEW JERSEY

SS

COUNTY OF ESSEX

I, Alap Vora, of full age, being duly sworn according to law, upon my oath depose and say:

1. I am the sole member of RGB Hospitality Group LLC, d/b/a The Rock 1925 (the “Applicant”) and am duly authorized to make this Affidavit.
2. The Applicant is applying to the New Jersey Division of Alcoholic Beverage Control for an Annual State Concessionaire Permit to be sited at 90 Rock Spring Road, West Orange, New Jersey 07073.
3. I make this Affidavit to provide a description of the Applicant’s proposed business and method of operation.
4. In April of 2019, the Township of West Orange purchased Rock Spring Golf Club at West Orange from Montclair Golf Club and converted the former private club into a public daily fee golf facility. The Township selected KemperSports to manage Rock Spring Golf Club.
5. The Applicant intends to operate the existing full service restaurant, including banquets and private parties, doing business as, “The Rock 1925” named after the year the club was founded. The restaurant will serve a diversified menu and offer a new dining experience with its Signature Brunch, new spins on lunch and dinner favorites paired with top notch cocktails (see a copy of the Menu attached as Exhibit A.
6. The restaurant area is approximately 5,000 square feet which includes the adjacent outdoor patio areas where alcoholic beverages will be served (the “Licensed Premises”). The proposed floor plans for the Licensed Premises are attached as Exhibit B.
7. The Applicant will not be selling or serving alcoholic beverages outside of the Licensed Premises. The Applicant, further, will not permit anyone from carrying any alcoholic beverage off of the Licensed Premises. Applicant will monitor its guests and will post signage indicating “No Alcoholic Beverages Beyond this Point” as may be required to enforce this restriction.
8. The Restaurant will include a total of 65 tables and a total of 100 seats for indoor dining and approximately 150 seats for outdoor dining.
9. The anticipated total number of employees are 15.
10. The anticipated hours of operation are as follows:

7 days per week, 11:00 am to 11:00 pm

11. I will be on premises on a daily basis managing the operations. I have been in the restaurant business for over eighteen (18) years and have experience in the management and operations of full service restaurants and also at retail gourmet markets, Concord Market and Mercedes House Market located in New York City, both of which sell beer and wine for off-premises consumption. Neither of these locations has ever had an issue with NY State Liquor Authority or any other governing agency.
12. All guests who attempt to purchase alcohol will first need to provide valid photo identification to verify legal age. The Point of Sale Registers allows for scanning of IDS to validate the ID presented. All bartenders and beverage managers will be TIPS or TEAM certified and will comply with and enforce all alcohol compliance policies.
13. The Applicant will abide by all State and Municipal Laws and Regulations governing the sale of alcoholic beverage and, in particular, will not sell or serve alcoholic beverages during hours when retail consumption licensees are prohibited from making sales in the Township of West Orange.

RGB HOSPITALITY GROUP LLC

By:

Name: ALAP VORA

Title: MEMBER

Sworn and subscribed to before me
this 4 day of November 2021

(Print Name)

Douglas J. Sherman
Attorney at Law of New Jersey

EXHIBIT A



RESERVATIONS

EVENTS

BOOK A TEE TIME

MEDIA

CONTACT US

✂ OUR MENU ✂

<i>Shareable</i>			
⌘ APPETIZERS ⌘			
CRISPY CALAMARI			\$15
Cherry Peppers Marinara Orange Remoulade			
OLD SCHOOL MEATBALLS			\$14
Slow Braised Tomato Sauce Shaved Pecorino			
CHICKEN WINGS			\$14
Choice of: Fire Rock- Sesame Seeds & Crushed Walnuts Buffalo- Carrots & Celery Teriyaki- Sesame Seeds & Toasted Almonds			
VEGGIE WINGS			\$14
Beer Battered Broccoli & Cauliflower Choice of: Fire Rock- Sesame Seeds & Crushed Walnuts Buffalo- Carrots & Celery Teriyaki- Sesame Seeds & Toasted Almonds			
P.E.I MUSSELS			\$15
Sliced Chorizo Creamy Dijon Broth Frites -gluten free-			
FIRE ROCK SHRIMP			\$15

11/3/21, 2:44 PM

Our Menu – The Rock 1925

Wild Caught-Beer Battered Shrimp Sesame Seeds Signature Sauce	
CRISPY ARTICHOKEs	\$10
Lemon Caper Aioli -gluten free vegetarian-	
ROCK NACHOS	\$14
Refried Beans Guacamole Mexican Blend Cheese Sauce Ranch Chipotle Aioli Cilantro	
Add: Grilled Chicken \$5 Seared Shrimp \$7 Hanger Steak \$8 Grilled Tofu \$5 Tempeh \$5	
CRAB CAKES	\$13
Seared Cakes Tartar Sauce Arugula -gluten free-	
FISH TACOS	\$14
Blackened Seared Mahi-Mahi Purple Cabbage-Carrot Slaw Salsa Verde Chipotle Aioli Sesame Seeds	
CHIPS & GUAC	\$9
House Made Guacamole Corn Tortilla Chips -vegetarian-	

<i>Fresh</i>				
SALADS				
CAESAR SALAD				\$13
Romaine Croutons White Anchovies Shaved Parmesan Creamy Caesar Dressing				
COBB SALAD				\$14

11/3/21, 2:44 PM

Our Menu – The Rock 1925

Romaine & Iceberg Lettuce Grape Tomatoes Corn Red Onion Gorgonzola Hard Boiled Egg Red Wine Vinaigrette -gluten free-	
---	--

ASIAN SALAD	\$14
--------------------	-------------

Mixed Greens & Romaine Mandarin Oranges Sliced Almonds Cabbage Carrot Slaw Baby Cucumbers Crispy Noodles Scallions Miso-Ginger Dressing -dairy free-
--

ADD:

Add: Grilled Chicken \$5 Seared Shrimp \$7 Salmon \$8 (Seared or Poached) Hanger Steak \$8 Grilled Tofu \$5 Tempeh \$5
--

</

11/3/21, 2:44 PM

Our Menu – The Rock 1925

[illegible]

MAIN COURSES

CHICKEN MILANESE \$20

Breaded & Baked Schnitzel | Arugula | Cherry Tomatoes | Red Onions | Fresh Mozzarella |
Lemon Vinaigrette

GRILLED ORGANIC PORK CHOP \$27

Baby Fennel | Sausage | Applewood Smoked Bacon | Sharp Cheddar | Mashed Potatoes -
gluten free-

WILD MUSHROOM RAVIOLI \$22

Porcini, Portobello & Cremini Mushrooms | Truffle Cream Sauce

STEAK FRITES \$27

Sliced Hanger Steak | Chimichurri | Salsa Verde | Frites -gluten free-

SEARED SALMON \$24

Warm Farro | Seasonal Vegetables | Chorizo | Corn | Arugula | Sliced Almonds | Lemon Beurre
Blanc

Sweet dreams

DESSERTS

FUDGE BROWNIE					\$9
---------------	--	--	--	--	-----

11/3/21, 2:44 PM

Our Menu – The Rock 1925

House-made Brownie Vanilla Ice Cream Caramel Fudge -nut free-				
BLUEBERRY PIE				\$9
House-made Pie Fresh Whipped Cream -nut free-				
AFFOGATO				\$8
Espresso Vanilla Ice Cream				
ICE CREAM				\$6
Choice of Vanilla or Chocolate -gluten free-				
ADD SCOOP				\$3
Vanilla Chocolate -				

11/3/21, 2:44 PM

Our Menu – The Rock 1925

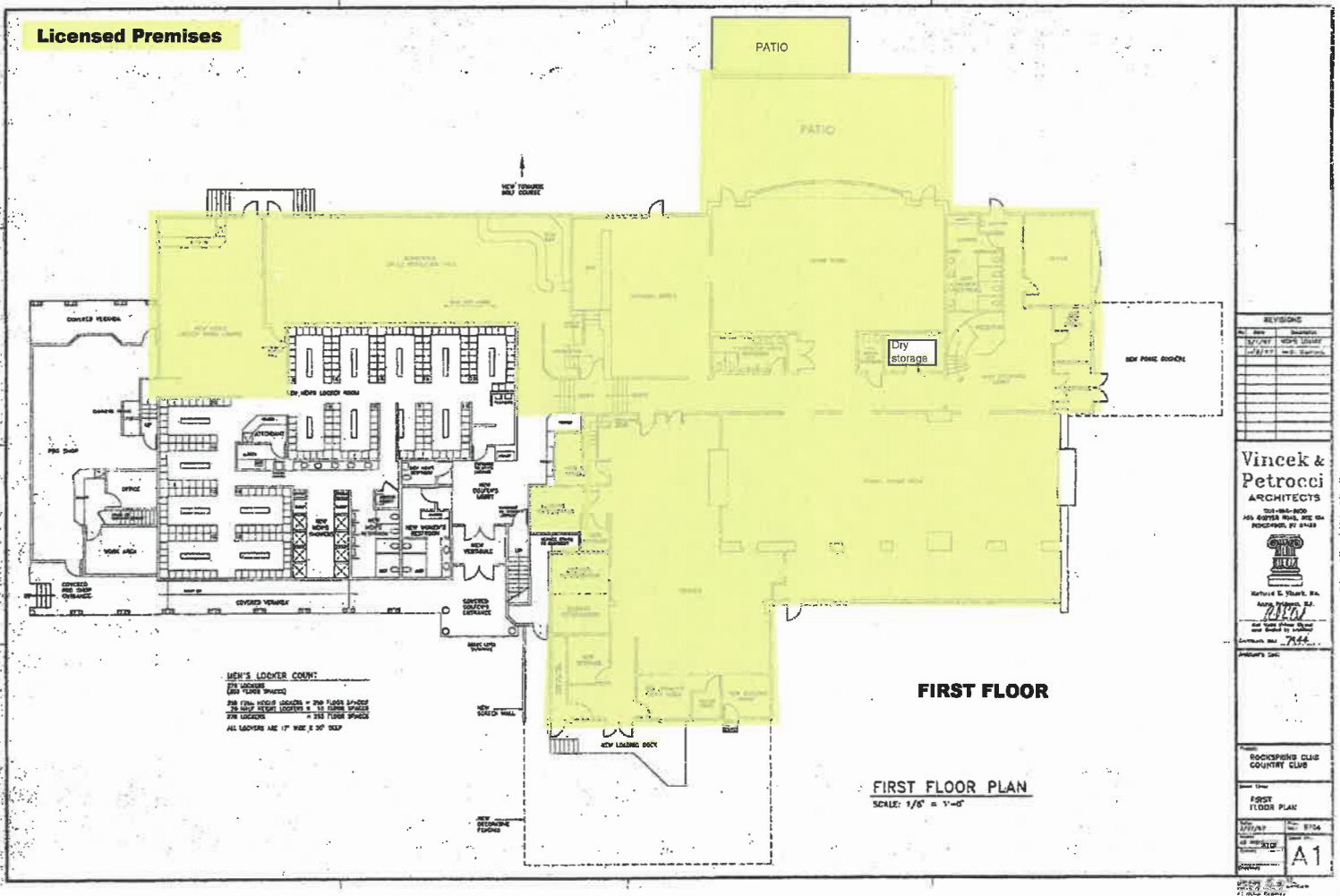


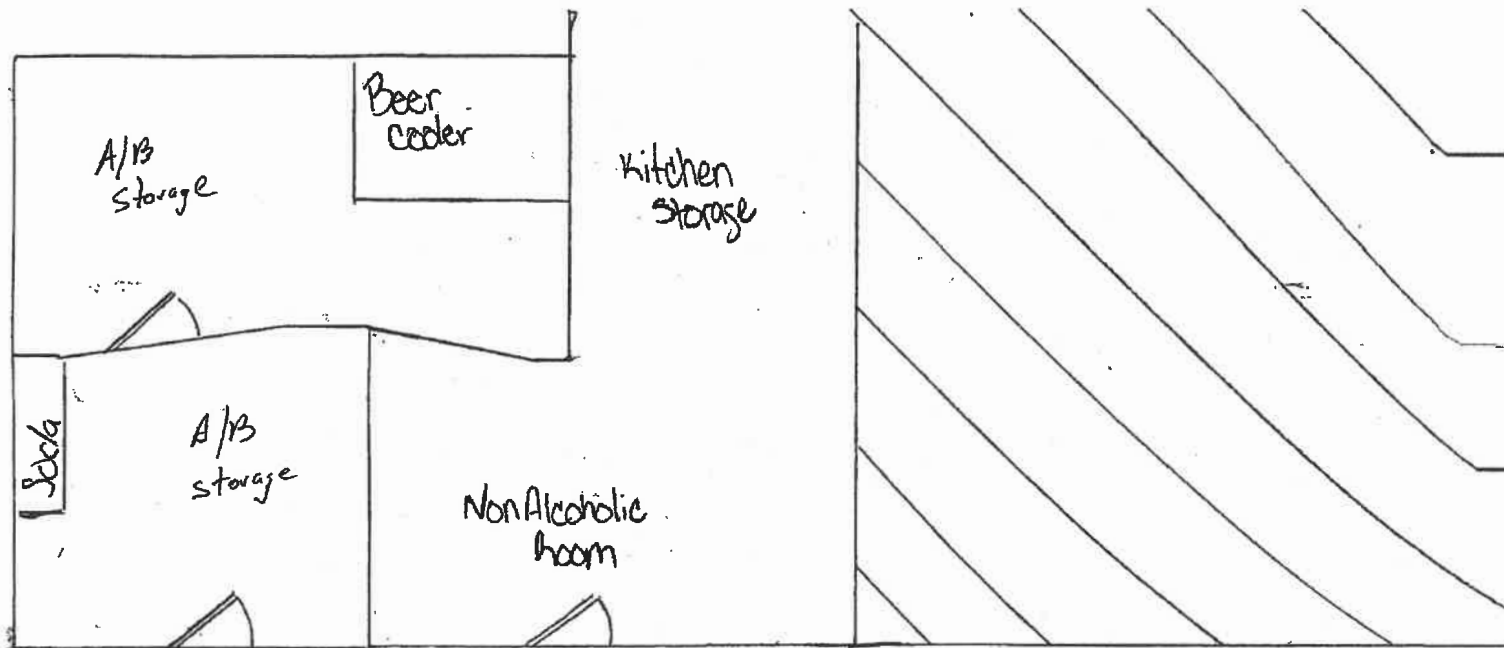
The Rock. Drink, Eat & Swing

90 Rock Spring Rd, West Orange, NJ 07092

The Rock 1925 Inc. 2021 © ALL RIGHTS RESERVED.

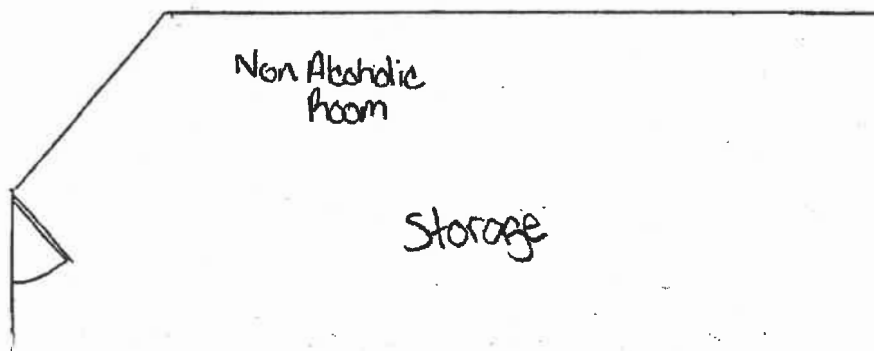
EXHIBIT B

RGB Hospitality, LLC, d/b/a The Rock 1925



← Non Alcoholic Room →

↓
RECEIVING &
TRANSPORT



BASEMENT LEVEL

WHEREAS, by Resolution 134-19, adopted May 14, 2019 (the “Resolution”), the Township of West Orange Council (the “Council”) directed the Township of West Orange Planning Board (the “Planning Board” or “Board”) to conduct a preliminary investigation in order to investigate the area comprised of the properties listed below and generally described as the Main Street Extension Study Area (the "Study Area"), to determine if the Study Area should be determined to be a condemnation area in need of redevelopment under the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “LRHL”); and

WHEREAS, Study Area includes the following properties:

239-245 Main Street (Block: 116; Lot: 44)
247 Main Street (Block: 116; Lot 47)
249 Main Street (Block: 116; Lot: 48)
251 Main Street (Block: 116; Lot: 50)
253-255 Main Street (Block: 116; Lot 51)
259 Main Street (Block: 116; Lot: 53)
257 Main Street (Block: 116; Lot: 53.01)
Kling Street (Block: 116; Lot: 55)
Kling Street (Block: 116.01; Lot: 81.03)
261 Main Street (Block: 116.01; Lot :86)
263 Main Street (Block: 116.01; Lot: 87)
265-267 Main Street (Block: 116.01; Lot:88)
269-271 Main Street (Block: 116.01; Lot: 89)
273 Main Street (Block: 116.01; Lot: 91)
275 Main Street (Block: 116.01; Lot: 93)
277 Main Street (Block: 116.01; Lot: 95)
279-281 Main Street (Block: 116.01; Lot: 96)
283 Main Street (Block: 116.01; Lot: 97)
285 Main Street (Block: 116.01; Lot: 98)
92 Washington Street (Block: 116.01; Lot: 99)
88 Washington Street (Block: 116.01; Lot 100)
84 Washington Street (Block: 116.01; Lot 101.01); and

WHEREAS, Heyer, Gruel & Associates, prepared a report dated September 8, 2021, entitled *Main Street Extension Redevelopment Study* (the “Redevelopment Investigation Report”), setting forth the findings and recommendations with respect to the redevelopment designation of the Study Area; and

WHEREAS, the Redevelopment Investigation Report determined that only one property within the Study Area, identified on the Township of West Orange Tax Map as Block 116, Lot 44, located at 239-245 Main Street, upon which the vacant Future Auto Body shop is situated (the “Auto Body Shop”), met the conditions to qualify for a redevelopment designation but the remainder of the properties in the Study Area did not; and

WHEREAS, more specifically, the Redevelopment Investigation Report determined that the Auto Body Shop met redevelopment criteria “b” under *N.J.S.A. 40A:12A-5(b)* of the LRHL, which provides for the following conditions supporting a redevelopment designation:

“The discontinuance of the use of a building or buildings previously used for commercial, retail, shopping malls or plazas, office parks, manufacturing, or industrial purposes; the abandonment of such building or buildings; significant vacancies of such building or buildings for at least two consecutive years; or the same being allowed to fall into so great a state of disrepair as to be untenable.”

and

WHEREAS, the Redevelopment Investigation Report made the following findings with respect to the Auto Body Shop:

“The Auto Body facility has been out of business since 2013 and the storefronts and upstairs offices are vacant. Since the business has not been in operation for more than two years, the property qualifies under the newly modified criterion “b”. In addition, the physical condition of the property demonstrates deterioration. The lengthy vacancy and physical condition of the site demonstrate that it is untenable in its current state. Therefore, the requirements for criterion “b” are satisfied.”

and

WHEREAS, upon duly served and published notice, pursuant to *N.J.S.A. 40A:12A-6*, the Planning Board held a virtual public hearing, via the Zoom platform, on November 3, 2021, to investigate whether some or all of the properties within the Study Area should be determined to qualify for designation as an area in need of redevelopment under the LRHL; and

WHEREAS, at the public hearing, the Planning Board heard the testimony and a presentation of the Redevelopment Investigation Report by its author, professional planner John Barree, AICP, PP, of Heyer Gruel & Associates, and the findings of the Redevelopment Investigation Report that only the Auto Body Shop qualified as an area in need of redevelopment under the LRHL; and

WHEREAS, Mr. Barree was subject to questioning from members of the Board and members of the public; and

WHEREAS, the Board also heard from members of the public concerning the Study Area, the Redevelopment Investigation Report and the recommendation for the designation of the Auto Body Shop as an area in need of redevelopment under the LRHL; and

WHEREAS, no person filed a written objection to the redevelopment investigation or redevelopment designation of any of the properties in the Study Area; and

WHEREAS, after reviewing the report and hearing the sworn testimony from John Barree regarding the Redevelopment Investigation Report and comments from members of the public, the Board determined to accept the findings and conclusions of the Redevelopment Investigation Report and recommend to the Township Council that the Township Council designate the Auto Body Shop, but no other properties in the Study Area, as a condemnation redevelopment area under the standards set forth in N.J.S.A. 40A:12A-5, pursuant to Planning Board Resolution No.21-14 adopted on November 3, 2021; and

WHEREAS, the Council wishes to accept the Planning Board's recommendation and designate the Auto Body Shop, 239-245 Main Street (Block: 116; Lot: 44), as a condemnation area in need of redevelopment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of West Orange accepts the recommendation of the Planning Board for the reasons set forth herein, in Planning Board Resolution No. 21-14 and in the Redevelopment Investigation Study, and hereby designates the Auto Body Shop, 239-245 Main Street (Block 116, Lot 44) but no other properties in the Study Area, as a condemnation redevelopment area under the standards set forth in N.J.S.A. 40A:12A-5(b).

BE IT FURTHER RESOLVED that upon the adoption of the Resolution, the Township Clerk shall transmit a copy of the Resolution to the Commissioner of New Jersey Department of Community Affairs, pursuant to N.J.S.A. 40A:12A-6(d).

BE IT FURTHER RESOLVED that the Township of West Orange is located within Planning Area 1 (PA1), Metropolitan Planning Area, under the State Development and Redevelopment Plan, which is an area in which development or redevelopment is encouraged pursuant to State law or regulation and, as a result, pursuant to N.J.S.A. 40A:12A-6(d), the redevelopment determination under this Resolution shall take effect after the Township Clerk has transmitted a copy of this Resolution to the Commissioner, as set forth above.

BE IT FURTHER RESOLVED that notice of this determination, along with a copy of this Resolution, shall be served, within 10 days after its adoption, upon the record owner(s) of the property being designated as a condemnation redevelopment area, 239-245 Main Street (Block 116, Lot 44), whose names are listed on the Tax Assessor's records.

BE IT FURTHER RESOLVED, the notice of the redevelopment determination and adoption of this Resolution shall indicate that:

(i) the determination operates as a finding of public purpose and authorizes the municipality to exercise the power of eminent domain to acquire property designated as a condemnation redevelopment area, and

(ii) legal action to challenge the determination must be commenced within 45 days of receipt of notice and that failure to do so shall preclude such owner(s) from later raising such challenge.

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

Cindy Matute-Brown
Council President

Adopted: November 9, 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>
Jersey Battered Women's Service	Tricky Tray November 29, 2021	757 Eagle Rock Ave.	7736

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

Cindy Matute-Brown
Council President

Adopted: November 9, 2021

RESOLUTION

WHEREAS, the Tompkins Street Apartments Urban Renewal LLC desires to apply for and obtain funds from the New Jersey Department of Community Affairs, New Jersey Affordable Housing Trust Fund Program for \$3,060,000, not to exceed the maximum amount allowed in accordance with N.J.A.C. 5:43-1.1 et seq. for the purpose of developing approximately 17 units of family affordable housing in the Tompkins Street Apartments; and

WHEREAS, the Township of West Orange has determined that the housing project referenced above will meet part of the Township's low and moderate housing obligation in its Housing Element and Fair Share Plan.

BE IT RESOLVED THAT, the Township of West Orange does hereby support this application for such funds to the New Jersey Department of Community Affairs, New Jersey Affordable Housing Trust Fund Program and acknowledge that the Project is located in an eligible municipality in accordance with N.J.A.C 5:43-1.3(a). The Township also requests that the Tompkins Street Apartments Urban Renewal LLC, the Developer, as permitted under N.J.A.C 5:43-1.3 (a), to contract only for this project, directly with the Department of Community Affairs.

I, Karen Carnevale, Township Clerk of the Township of West Orange hereby certify that at a meeting of the Township Council held on November 9, 2021 the above resolution was duly adopted.

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

Cindy Matute-Brown
Council President

Adopted: November 9, 2021

**TOWNSHIP OF WEST ORANGE
ORDINANCE NUMBER 2664-21**

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, STATE OF NEW JERSEY
PROVIDING FOR A SPECIAL EMERGENCY
APPROPRIATION IN AN AMOUNT NOT TO EXCEED
\$500,000 TO FUND CONTRACTUALLY REQUIRED
SEVERANCE LIABILITIES RESULTING FROM THE
RETIREMENT OF EMPLOYEES IN THE TOWNSHIP**

WHEREAS, N.J.S.A. 40A:4-53 provides that a local unit such as the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), may adopt an ordinance authorizing a special emergency appropriation for the payoff of contractually required severance liabilities resulting from the layoff or retirement of employees of the Township; and

WHEREAS, pursuant to N.J.S.A. 40A:4-53, the Township desires to authorize a special emergency appropriation in the amount of \$500,000 to fund the cost of contractually required severance liabilities resulting from the retirement of employees of the Township.

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 the majority of all members thereof affirmatively concurring) AS FOLLOWS:

SECTION 1. Pursuant to N.J.S.A. 40A:4-53, the amount of \$500,000 (i) is hereby appropriated to fund the cost of contractually required severance liabilities resulting from the retirement of employees of the Township, and (ii) shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-53.

SECTION 2. To finance the appropriation authorized hereunder, and described in Section 1 hereof, special emergency notes of the Township (the "Notes") shall be authorized by a resolution of the Township Council of the Township to be adopted in accordance with the provisions of N.J.S.A. 40A:4-55.

SECTION 3. A certified copy of this ordinance as finally adopted will be filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs.

SECTION 4. This ordinance shall take effect twenty (20) days after final adoption and approval by the Mayor.

ADOPTED ON FIRST READING
DATED: NOVEMBER 9, 2021

KAREN J. CARNEVALE, R.M.C.
Township of West Orange

CINDY MATUTE-BROWN, Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: November 23, 2021

KAREN J. CARNEVALE, R.M.C.
Township of West Orange

CINDY MATUTE-BROWN, Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2021.

ROBERT D. PARISI, Mayor
Township of West Orange

TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
PUBLIC NOTICE
NOTICE OF PENDING ORDINANCE

The ordinance, the title of which is published herewith, was introduced and adopted upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, held on November 9, 2021, and will be further considered for final passage, after public hearing thereon, at a virtual meeting of said Township Council to be held on November 23, 2021 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at www.westorange.org

The purpose of this ordinance is to authorize a special emergency appropriation in an amount not to exceed \$500,000 to fund the cost of contractually required severance liabilities resulting from the retirement of employees of the Township.

A copy of said ordinance may be obtained from the Office of the Clerk of the Township during regular municipal office hours at Township Municipal Building, 66 Main Street, West Orange, in said County.

TOWNSHIP OF WEST ORANGE
ORDINANCE NUMBER 2664-21

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, STATE OF NEW JERSEY
PROVIDING FOR A SPECIAL EMERGENCY
APPROPRIATION IN AN AMOUNT NOT TO EXCEED
\$500,000 TO FUND CONTRACTUALLY REQUIRED
SEVERANCE LIABILITIES RESULTING FROM THE
RETIREMENT OF EMPLOYEES IN THE TOWNSHIP**

KAREN J. CARNEVALE, R.M.C.
Clerk of the Township of West Orange

TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
PUBLIC NOTICE
NOTICE OF THE DATE OF PASSAGE OF ORDINANCE

The ordinance, the title of which is published herewith, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on November 23, 2021.

The purpose of this ordinance is to authorize a special emergency appropriation in an amount not to exceed \$500,000 to fund the cost of contractually required severance liabilities resulting from the retirement of employees of the Township within the Township.

TOWNSHIP OF WEST ORANGE
ORDINANCE NUMBER 2664-21

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, STATE OF NEW JERSEY
PROVIDING FOR A SPECIAL EMERGENCY
APPROPRIATION IN AN AMOUNT NOT TO EXCEED
\$500,000 TO FUND CONTRACTUALLY REQUIRED
SEVERANCE LIABILITIES RESULTING FROM THE
RETIREMENT OF EMPLOYEES IN THE TOWNSHIP**

KAREN J. CARNEVALE, R.M.C.
Clerk of the Township of West Orange

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on November 9, 2021 at 7:00 p.m. via a virtual meeting of the Township, in said County, and that the following was the roll call:

Present:

Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown

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 this 9 day of November, 2021.

(SEAL)

KAREN J. CARNEVALE, R.M.C.
Clerk of the Township of West Orange

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on November 23, 2021, at 7:00 p.m. via a virtual meeting of the Township, in said County, and that the following was the roll call:

Present:

Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown

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 this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE, R.M.C.
Clerk of the Township of West Orange

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, R.M.C., DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (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 ordinance introduced on November 9, 2021, finally adopted on November 23, 2021 and approved by the Mayor on December ____, 2021 (if applicable).

(2) After introduction, the ordinance was published as required by applicable law on November 11, 2021 in the West Orange Chronicle.

(3) Following the passage of the 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 or summary of said ordinance and a notice that copies of the 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 ordinance by the governing body. Copies of the ordinance were made available to all who requested same.

(4) After final passage, the ordinance was duly published as required by law on **November 24, 2021** in the West Orange Chronicle.

(5) The ordinance has not been amended, added to, altered or repealed and said ordinance is now in full force and effect.

(6) A certified copy of the ordinance has been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs.

(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 this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE, R.M.C.
Clerk of the Township of West Orange

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-32.2, RESTRICTED PARKING ZONES, OF THE REVISED**

GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

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

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

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

Residence Address	Side	No. of Spaces	Location
160 South Valley Road	East	1	Beginning 153 feet north of the northerly curbline of Meeker Street extended, and extending 20 feet north.
34 Park Terrace	South	1	Beginning 503 feet west of the westerly curbline of Main Street extended, and extending 20 feet west.
48 Liberty Street	East	1	Beginning 265 feet north of the northerly curbline of Columbia Street extended, and extending 20 feet north.

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

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

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

ROBERT D. PARISI, MAYOR

CINDY MATUTE-BROWN, COUNCIL PRESIDENT

INTRODUCED:

ADOPTED:

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

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 160 South Valley Road, 34 Park Terrace, and at 48 Liberty Street. By adopting this Ordinance, the Township will establish handicapped parking stalls adjacent to these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. These stalls are still subject to other parking regulations and prohibitions on their streets.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 40.2 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(PERMITS)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 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 amend and update the fees for a certificate of continued occupancy for commercial properties to add a maximum cap of \$5,000 for the fee.

II. CHAPTER 25, SECTION 40.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-40.2 Permits.

a. Building Permits.

1. No building, structure or part thereof shall be erected, constructed, reconstructed, structurally altered or moved until there has been filed with the Construction Official a plan in duplicate, drawn to scale showing the actual dimensions, radii and angles of the lot to be built upon, the exact size and location of the main structure, building or buildings, together with accessory buildings, if any, supplemented by such other information as may be necessary to provide for the enforcement of this chapter, and to determine the propriety of issuance of a Building Permit by the Construction Official, with a prior signoff of the Zoning Officer.
2. No Building Permit shall be issued for the erection, construction, reconstruction, alteration or moving of any building or structure or part thereof, unless the plans indicate that such building or structure or part thereof, is designed and intended to conform in all respects to the provisions of this chapter, and until either the Planning Board or Zoning Board, where applicable, have approved a site plan that conforms with the requirements of this chapter. However, in the case of a permitted single family house, Planning Board or Zoning Board approval is not required prior to the issuance of a Building Permit unless specific conditions have been placed on the property by the Township Council.
3. Prior to the issuance of a Building Permit or Certificate of Occupancy for any permitted or nonconforming use, the applicant shall apply for any required approvals from the Planning Board or Board of Adjustment, such as site plan or variance approval.

4. Prior to the issuance of Building Permits for any application approved by the Planning Board or Zoning Board of Adjustment, the applicant shall submit eight copies of plans (site plans and architectural plans including floor plans and elevations) to the Planning Director to be signed by the Township Engineer, the Board Chairman and the Board Secretary. Signed plans in accordance herewith are required before any construction or other permits may be issued.
5. If any construction takes place that deviates from the plans or resolution of approval by the Planning Board and/or Zoning Board of Adjustment, the approval shall be deemed null and void.
6. If the approval is deemed null and void, all construction must stop.
7. Prior to the issuance of any construction or building permits, all required governmental permits and approvals must be obtained and copies provided to the Director of Planning and Municipal Engineer.

b. Certificate of Occupancy Permit.

1. Upon the completion in compliance with all the provisions of this chapter of any building or structure or alteration or enlargement thereto, upon the putting into use of any premises, lot or land where no building or structure is involved, or upon any change in tenancy for any nonresidential structure or lot, the owner or agent shall apply to the Construction Official and Zoning Officer in writing, for the issuance of a Certificate of Occupancy or use, pursuant to the provisions of this section. The Certificate, when issued by the Construction Official and Zoning Officer, shall show that the building or structure, premises, lot or land or part thereof and the proposed use are in conformity with the provisions of this chapter and of all other applicable ordinances. It shall be the duty of the Construction Official and Zoning Officer to issue a Certificate of Occupancy or use within 10 days after a written request for the same shall be filed in his/her office by the owner or agent, after having determined that the building or structure, premises, lot or land and the proposed use conform with this chapter and all other applicable ordinances.
2. No Certificate of Occupancy shall be issued unless the Township Engineer shall certify, where applicable, that all construction improvements have been installed pursuant to the plans as filed with the Construction Official and Zoning Officer.

3. A Certificate of Occupancy or Use shall be similarly applied for in the name of the owner, in the case of any building, structure, or premises, lot or land proposed to be put into use pursuant to any variance of the provisions of this chapter granted by the Board of Adjustment or by the Planning Board. Such certificate, when issued by the Construction Official and Zoning Officer, shall include a detailed description of the variance.
 4. Upon written application of the owner or agent, the Construction Official shall issue a Certificate of Occupancy or use for any building or structure, premises, lot or land existing and in use on the effective date of this chapter, provided that he shall find that the use of such building or structure, premises, lot or land is in conformity with the provisions of this chapter and of all other applicable ordinances.
 5. Upon written application, the Construction Official is empowered to issue limited and conditional Certificates of Occupancy for nonconforming buildings or structures accessory and incident to building construction or public works projects or to the holding of public, civic or charitable entertainments or exhibition for profit or nonprofit sponsored under public or private auspices; provided that no certificate shall cover a period exceeding six months; and further provided that the certificate shall prescribe such reasonable conditions as will properly protect the public health, safety, morals and general welfare of the neighborhood in which such structure is situated.
 6. The Construction Official shall require from the Planning Board a written order before issuing a Certificate of Occupancy or Use in cases involving a conditional use pursuant to Subsection **b** of this subsection or a variance from the provisions of this chapter pursuant to Subsection **25-24.2**.
 7. (Reserved)
 8. Prior to the issuance of a building permit or Certificate of Occupancy for any permitted or nonconforming use, the applicant shall apply for any required approvals from the Planning Board or Board of Adjustment, such as site plan or variance approval.
 9. Fees. Any person requesting a Certificate of Occupancy shall pay a fee of \$50 per dwelling unit for the inspection.
- c. Environmental Impact Permits shall be issued pursuant to § **25-13**.
 - d. Certificate of Continued Occupancy.

1. Prior to the sale or rental of any existing residential structure containing one unit or more, a Certificate of Continued Occupancy must be obtained which shall be issued by the Construction Official or designated agency or department provided with the authority to grant and issue such certificates. The application of such permit shall be made by the owner of record and shall comply with such administrative provisions as required by the Construction Official in accordance with N.J.A.C. 52:27D-198.1. The Certificate of Continued Occupancy shall be proof that the structure in question complies with all health and safety codes of the Township and State of New Jersey, that it is in compliance with all fire safety requirements as set forth in Chapter **18**, § **18-3**, of the Township Code, and that it is in compliance with the Land Use Regulations of the Township or is considered a legal nonconforming use.
2. Prior to the sale or change in occupancy of any unit in an existing commercial structure, a Certificate of Continued Occupancy shall be issued by the Construction Official. The application of such permit shall be made by the owner of record and shall comply with such administrative provisions as required by the Construction Official. The Certificate of Continued Occupancy shall be proof that the structure in question complies with all health and safety codes of the Township and State of New Jersey that it is in compliance with all fire safety requirements as set forth in § **25-40.3** of this chapter of the Township Code, and that it is in compliance with the Land Use Regulations of the Township or is considered a legal nonconforming use.
3. The Certificate of Continued Occupancy shall state the maximum number of persons that may lawfully occupy the premises covered by the certificate. The occupancy number must match the documentation submitted.
4. The fee for requesting the issuance of a Certificate of Continued Occupancy shall be as follows:

Single Unit Residential Dwelling	\$100
2 Unit Residential Dwelling	\$150
3 Unit Residential Dwelling	\$200
4 Unit Residential Dwelling	\$250
5 Unit Residential Dwelling	\$300
6 Unit Residential Dwelling	\$350
Sale or Change in Occupancy of Commercial Space	\$100 per unit up to 1,000 square feet or \$0.10 per square foot for 1,001 square feet to 5,000 square feet or \$0.15 per square foot for 5,001 square feet and up to a maximum of \$5,000.
Reinspection fee	\$50

5. It shall be the responsibility of the Tax Assessor of the Township to advise individuals requesting tax assessment searches that a Certificate of Continued Occupancy is required in connection with the sale of any single unit residential dwelling, any sale or change in occupancy of any residential structure containing one or more units or any change in occupancy of any existing commercial unit.
6. Any person seeking a determination from the Construction Official that a Certificate of Continued Occupancy is not required prior to the sale of any existing building, dwelling unit or residence shall pay to the Township a fee of \$25 for such determination.
7. Notwithstanding anything to the contrary herein, anyone who obtains title or held an ownership interest without first obtaining a Certificate of Continued Occupancy shall be fully responsible and liable under this ordinance.
8. To the extent that an owner fails to obtain a Certificate of Continued Occupancy and closes title, the owner shall remain liable for a separate violation on each day until a Certificate of Continued Occupancy is issued. This continuing violation for each and every day shall be consistent with § 25-59b.
9. Any person who serves as an agent, employee or representative of any party to a real estate transaction, including but not limited to any licensed real estate broker, attorneys for seller, buyer, and/or lender may be found liable for a violation hereunder and punished to the full extent of the law.
10. Upon inspection of any building, premises, apartment or any other dwelling unit, the Construction Official, upon finding that the dwelling unit contains only minor violations of this chapter which are not related to the health, safety and welfare of a prospective tenant so as to prohibit occupation of the tenant, may allow a Temporary Certificate of Continued Occupancy to be issued which shall be conditioned upon the property owner's, landlord's or tenant's complying with the provisions of this chapter and the Uniform Construction Code within a reasonable period of time not to exceed 30 days or as per the construction official in writing from the issuance. A permanent Certificate of Continued Occupancy, when all requirements are met within the given time period, shall have no additional fee.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**CINDY MATUTE BROWN
COUNCIL PRESIDENT**

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

INTRODUCED: November 9, 2021

ADOPTED: November 23, 2021

Legislative History

This ordinance amends and updates the fees for a certificate of continued occupancy for commercial properties to add a maximum cap of \$5,000 for the fee.