

1. Conference Agenda

Documents:

[CA 12.14.21.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 12.14.21.PDF](#)

3. Resolution(S)

3.I. 305-21

Documents:

[305-21 RAFFLE LICENSE 12.14.21.PDF](#)

3.II. 306-21

Documents:

[306-21 RESOLUTION AUTHORIZING VARIOUS AGREEMENTS FOR SENIOR CITIZEN PROGRAMS 2022 4856-3937-2036 V.1.PDF](#)

[306-21 AGREEMENT WITH PRIME TIMERS FOR SENIOR CITIZEN PROGRAMS - 2021.PDF](#)

[306-21 AGREEMENT WITH PLEASANTDALE SENIOR CITIZENS FOR SENIOR PROGRAMS - 2021.PDF](#)

[306-21 AGREEMENT WITH JCC COUNCIL OF SENIOR CITIZENS FOR SENIOR CITIZEN PROGRAMS - 2021.PDF](#)

[306-21 AGREEMENT WITH EAGLE ROCK CITIZENS FOR SENIOR CITIZEN PROGRAMS - 2021.PDF](#)

3.III. 307-21

Documents:

[307-21 RESOLUTION - ESSEX COUNTY COUNTRY CLUB TAX ADJUSTMENT AGREEMENT.PDF](#)

[307-21 ATTACHMENT.PDF](#)

3.IV. 308-21

Documents:

[308-21 DUPLICATE PAYMENT RESOLUTION 4TH2021.PDF](#)

3.V. 309-21

Documents:

[309-21 AUTHORIZING SUBORDINATION OF MORTGAGE RE 1454 PLEASANT VALLEY WAY.PDF](#)

3.VI. 310-21

Documents:

[310-21 AUTHORIZING AWARD OF CONTRACT FOR JANITORIAL SERVICES TO ONE TOTAL CLEANING_2021.PDF](#)
[310-21EXHIBIT TO RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR JANITORIAL SERVICES TO ONE TOTAL CLEANING - 2022.PDF](#)

3.VII. 311-21

Documents:

[311-21 MATRIX-PERFORM PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR PROPERTIES IN THE DOWNTOWN REDEVELOPMENT AREA.PDF](#)

3.VIII. 312-21

Documents:

[312-21 RESOLUTION A. LEMBO COLLISION DUMP TRUCK REPAIR.PDF](#)

3.IX. 313-21

Documents:

[313-21 RESOLUTION GREENMAN - PEDERSEN ALL WAY STOP INTERSECTION MOORE TERRACE AND NUTWOLD AVENUE.PDF](#)

3.X. 314-21

Documents:

[314-21 TAX COURT RESOLUTION - BL 152.02 L 132.PDF](#)

3.XI. 315-21

Documents:

[315-21 RESOLUTION NJDOT 2020 ROAD IMPROVEMENTS PROJECT ARVERNE RD. CRESTMONT RD. AND WESTOVER TERR.PDF](#)
[315-21 SUMMARY OF BIDS - 2020 ROAD IMPROVEMENTS PROJECT ARVERNE ROAD CRESTMONT ROAD AND WESTOVER TERRACE.PDF](#)

3.XII. 316-21

Documents:

[316-21 RESOLUTION AUTHORIZING TAX APPEAL NORTHFIELD MASS.PDF](#)
[316-21 ATTACHMENT - AUTHORIZING TAX APPEAL NORTHFIELD MASS.PDF](#)

3.XIII. 317-21

Documents:

317-21 DUPLICATE PAYMENT RESOLUTION(2) 4TH2021.PDF

3.XIV. 318-21

Documents:

318-21 RESOLUTION-PROFESSIONAL SERVICE CONTRACT WITH FRANK
H. LEHR ASSOCIATES-275 NORTHFIELD - BENVENUE.PDF
318-21 EXHIBIT.PDF

3.XV. 319-21

Documents:

319-21 AWARD-CONTRACT CME ASSOCIATES TENNIS COURT SURFACE
AND LIGHTING IMPROVEMENTS ROLLING GREEN AND WALKWAY AND
PARKING LOT.PDF
319-21 RFP LETTER AND SUBMITTED PROPOSALS.PDF

3.XVI. 320-21

Documents:

320-21 ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM.PDF

3.XVII. 321-21

Documents:

321-21 RESOLUTION AWARD OF PROFESSIONAL SERVICES CONTRACT
GPI NJDOT MA - 2022 NANCE RD. WARREN RD. AND KING RD.PDF
321-21 CONTRACTS.PDF

3.XVIII. 322-21

Documents:

322-21 RESOLUTION - FORM 1A- STRATEGIC PLAN FOR FUNDING
MUNICIPAL ALLIANCES 2.PDF
322-21 RESOLUTION - FORM 1B- MUNICIPAL RESOLUTION 2023.PDF
322-21 RESOLUTION - FORM 1C-STATEMENT OF ASSURANCES.PDF
322-21 RESOLUTION - FORM 1D-FISCAL REQUIREMENTS.PDF
322-21 RFP AND SUBMISSIONS NJDOT MA - 2022 NANCE RD. WARREN
RD. AND KING RD.PDF

3.XIX. 323-21

Documents:

323-21 RESOLUTION DESIGNATING ENTIRE TOWNSHIP AS
REHABILITATION AREA.PDF
323-21 REHABILITATION STUDY.PDF

3.XX. 324-21

Documents:

[324-21 AUTHORIZING SENS \(SEVERANCE LIABILITIES\) - WEST ORANGE \(12_21\).PDF](#)

3.XXI. 325-21

Documents:

[325-21 RESOLUTION ESCNJ BYRNE PLAYGROUND.PDF](#)
[325-21 EXHIBIT-BYRNE.PDF](#)

3.XXII. 326-21

Documents:

[326-21 RESOLUTION ESCNJ-BOLAND PLAYGROUND.PDF](#)
[326-21 EXHIBIT-BOLAND.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2667-21

Documents:

[2667-21 ORDINANCE - ELECTRIC VEHICLE CHARGING STATIONS.PDF](#)

4.II. 2668-21

Documents:

[2668-21 ORDINANCE - STORMWATER CONTROL-REDLINED.PDF](#)

4.III. 2669-21

Documents:

[2669-21 - SPECIAL ASSESSMENT - SANITARY SEWER INSTALLATION - WEST ORANGE \(11_23_21\).PDF](#)

5. Ordinance(S) On First Reading

5.I. 2670-21

Documents:

[2670-21 ORDINANCE AMENDING THE SMOKING PROHIBITION TO ADD CANNABIS PRODUCTS AND E-CIGARETTES-CHRONICLE \(FINAL\).PDF](#)

5.II. 2671-21

Documents:

[2671-21 ORDINANCE REVISING ALTERNATIVE ROUTE HIRING POLICY FOR THE WEST ORANGE POLICE DEPARTMENT.PDF](#)

5.III. 2672-21

Documents:

[2672-21 DEAN STREET ONE WAY ORDINANCE.PDF](#)

5.IV. 2673-21

Documents:

[2673-21 ORDINANCE GOVERNING CANNABIS BUSINESSES -
12.14.21.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, December 14, 2021
Meeting No. 20

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

- **2022 Council President Nomination**
- **Council Liaison Appointments for 2022**

_____Planning Board (SM)

_____ERSCHA (Degnan House) (MC)

_____WOSCHA (John P. Renna House) (TW)

_____Downtown West Orange Alliance (MC)

_____West Orange Municipal Alliance Committee (CMB)

_____West Orange Arts Council (SM)

_____Open Space & Recreation Committee (BR)

_____Public Relations Commission (MC)

_____Oscar Schindler Performing Arts Center (CMB)

_____West Orange Board of Education (MC)

2022 _____Joint Meeting Commission (2-year term-exp. 12/22) (BR)

_____West Orange Historic Preservation Commission (TW)

_____Pedestrian Safety Committee (BR)

2022 _____Municipal Insurance Fund (CMB & BR) (2-year term-exp. 12/22)

_____West Orange Planning Board Liaison (SM)

Agenda is subject to change.

- **Council Consensus Appointments**
 - Rent Leveling Board – Anthony Campagna
 - Zoning Board – Bart Quentzel – Alt. No. 1
 - Economic Development Commission – Abdur Yasin
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
December 14, 2021 – Meeting No. 20**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

Statement of Decorum

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

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting and Executive Session Minutes - November 23, 2021**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids**
 - a. Department of Planning and Zoning – Correspondence from Dr. Robert Bagoff, Chair, Township of W.O. Planning Board with Regard to Proposed Amendment to Land Use Regulations, Section 25-29, Stormwater Control**
- 7. *Bills**
- 8. *Resolutions**
 - a. 305-21 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - b. 306-21 Resolution Awarding a Contract for Recreational, Social and Educational Services to the Senior Citizens of the Township of West Orange, for the period commencing January 1, 2022 and ending December 31, 2022 (Legal-Trenk)**
 - c. 307-21 Resolution Authorizing Tax Adjustment Agreement with Essex County Country Club (Legal-Trenk)**
 - d. 308-21 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of Taxes Due to a Duplicate Payment (Tax Collector)**

- e. **309-21** Resolution Authorizing the Subordination of the Township's Mortgage on the Property at 1454 Pleasant Valley Way to Allow the Property Owners to Refinance their Mortgage (Legal-Moon)
- f. **310-21** Resolution Authorizing the Award of an Agreement for Janitorial Services for 2022 through 2023 to One Total Cleaning Services, LLC at an Annual Rate of \$56,624.24 (Legal-Moon)
- g. **311-21** Resolution Authorizing the Retention of Matrix to Perform Phase II Environmental Site Assessment for Properties in the Downtown Redevelopment Area (Legal-Trenk)
- h. **312-21** Resolution Authorizing the Repair of a 1998 Ford Dump Truck, DPW Truck No. 2, through the New Jersey State Contract A89274, with A. Lembo Collision, Inc. for the Department of Public Works (Lepore)
- i. **313-21** Resolution Authorizing a Professional Services Contract to Greenman – Pedersen Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 to Provide Professional Engineering and Traffic Services to Perform a Traffic Count at the Intersection of Moore Terrace and Nutwold Avenue in Accordance for a Fee NTE \$1,780.00 (Lepore)
- j. **314-21** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Tax Collector)
- k. **315-21** Resolution Recommending to the New Jersey Department of Transportation that the Contract for 2020 Road Improvement Project Arverne Road, Crestmont Road and Westover Terrace in the Township of West Orange be Awarded to Cifelli & Son General Contractors, 81 Franklin Avenue, Nutley, NJ 07110 whose Bid Amounted to \$873,652.41 Subject to the Approval of the Department (Lepore)
- l. **316-21** Resolution Authorizing Tax Appeal and Signage Agreement – Northfield Mass Associates, LLC (Legal-Trenk)
- m. **317-21** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Tax Collector)
- n. **318-21** Resolution Awarding a Professional Services Contract to Frank H. Lehr Associates, 101 South Harrison Street, East Orange, NJ 07018, in the Amount of \$16,000.00 for Engineering Services for Rock Slope General Evaluation at 275 to 307 Northfield Avenue & 1 Benvenue Avenue (Purchasing)
- o. **319-21** Resolution Awarding a Professional Services Contract to CME Associates, to Provide Professional Engineering Services for Degan Park Improvements Tennis Court Surface and Lighting Improvements, Rolling Green Tennis Courts Surface Improvements, Walkway Reconstruction around Vincent's Pond and Parking Lot Expansion Adjacent to Katz Community Center in the Amount of \$46,500.00 (Lepore)
- p. **320-21** Resolution Authorizing the Township to Submit Applications for the 2022 Community Development Block Grant Program with a Priority List Revised January 20, 2022 (Lepore)
- q. **321-21** Resolution Awarding a Professional Services Contract to Greenman-Pedersen, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950, for a Complete Bid Package Including Design Plans, Specifications and Bid Documents for a Fee NTE \$34,040.00 (Lepore)
- r. **322-21** Resolution Authorizing a Contract Between the County of Essex and the Township of West Orange for the Municipal Alliance Grant Award - Grant Year 2023 (VanDyke)
- s. **323-21** Resolution Designating the Entire Township as an Area of Rehabilitation, Pursuant to NJSA 40A:12A-1 et. seq. (Legal-Beckelman)

- t. **324-21** Resolution of the Township of West Orange, In the County of Essex, State of New Jersey, Providing for the Issuance of Special Emergency Notes in an Amount Not to Exceed \$500,000 to Fund Contractually Required Severance Liabilities Resulting from the Retirement of Employees in the Township (Legal-Thompson)
- u. **325-21** Resolution to Authorize the Purchase of Playground Equipment and Surfacing through the Education Services Commission of NJ (ESCNJ) Cooperative Contracts # ESCNJ 20-21/22 Co-op # 65MCESCCPS (B.Kehoe)
- v. **326-21** Resolution to Authorize the Purchase of Playground Equipment and Surfacing through the Education Services Commission of NJ (ESCNJ) Cooperative Contracts # ESCNJ 20-21/22 Co-op # 65MCESCCPS (B.Kehoe)

9. Ordinances on Second and Final Reading

- a. **2667-21** An Ordinance Amending Chapter 25 of the Revised General Ordinances of the Township of West Orange Authorizing and Encouraging Electric Vehicle Supply/Service Equipment (EVSE) and Make Ready Parking Spaces (Legal-Trenk)
- b. **2668-21** An Ordinance Amending and Supplementing Chapter 25, Land Use Regulations, Section 25-29, Stormwater Control and Subsections 25-29.1 Through 25-29.13 of the Revised General Ordinances of the Township of West Orange (Lepore)
- c. **2669-21** Bond Ordinance Providing for the Installation of a Sanitary Sewerage System and Associated Laterals Located on Mellon Avenue Between Cleveland Terrace and Kitchener Avenue, in and by the Township of West Orange, in the County of Essex, State of New Jersey; Appropriating \$160,000. Therefor and Authorizing the Issuance of \$152,000. Bonds or Notes of the Township to Finance Part of the Cost Thereof and Directing a Portion of the Special Assessment of the Cost Thereof (Legal-E. Johnson)

10. Ordinances on First Reading

- a. **2670-21** An Ordinance Amending Chapter 2, Section 17.5, Chapter 4, Section 33.1 and Chapter 12, Section 12-10 of the Revised General Ordinances of the Township of West Orange (Smoking Prohibited) (Legal-Trenk)
- a. **2671-21** An Ordinance Amending Chapter 2, Section 14.5 and Establishing Chapter 2, Section 14.9 of the Revised General Ordinances of the Township of West Orange (Appointment of Police Department, Officers and Personnel) Legal-Moon
- b. **2672-21** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-18.1, One-Way Streets Designated, Subsection 7-7.3, Temporary Parking Prohibited for Snow Plowing and Removal, Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance, Subsection 7-14.1c, Night Parking Restricted and Subsection 7-14.7, Alternate Side Parking of the Revised General Ordinances of the Township of West Orange (Lepore)
- c. **2673-21** An Ordinance Amending Chapter 5, Section 34.5 and Chapter 25, Section 24.2 of the Revised General Ordinances of the Township of West Orange (Licensed Cannabis Entities) (Legal-Moon)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing-None

13. Recessed to January 4, 2022

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

Agenda is subject to change.

Next Meeting Date(s): January 4, 2022

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>
Seton Hall Prep Father Club	Off Premise Merchandise April 9, 2022	120 Northfield Ave.	7737
Seton Hall Prep Father Club	On Premise 50/50 April 9, 2022	120 Northfield Ave.	7738
Seton Hall Prep Father Club	Tricky Tray April 9, 2022	120 Northfield Ave.	7739

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

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

RESOLUTION

WHEREAS, the Township of West Orange is desirous of awarding a contract for recreational, social and educational services to the Senior Citizens of the Township of West Orange, for the period commencing January 1, 2022 and ending December 31, 2022;

WHEREAS, the following organizations are willing to provide said services:

1. Pleasantdale Senior Citizens,
2. JCC Council of Senior Citizens,
3. Eagle Rock Senior Citizens H.A./Tenant Services, and
4. Prime Timers (collectively the "Contractors");

WHEREAS, the Contractors and the Township have agreed to the terms of Agreements, annexed hereto as Exhibit "A" through Exhibit "D;" and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is \$1,000.00 and therefore, no public advertisements for bids are required.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby respectively authorized to execute and attest to the agreements annexed hereto as Exhibit "A" through Exhibit "D" with: (1) the Pleasantdale Senior Citizens, (2) JCC Council Senior Citizens, (3) Eagle Rock Senior Citizens, and (4) Prime Timers for the provisions of recreational, educational, informational and social services to the Senior Citizens of the Township of West Orange;

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed by the Chief Financial Officer.

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

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

I hereby certify funds available from Account No.: _____

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, entered this 14th day of December, 2021 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the **“TOWNSHIP”** and the Prime Timers hereinafter referred to as **“CONTRACTOR”**:

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

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

1. For the period January 1, 2021 to December 31, 2021 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.
2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:

Approved as to form

Richard D. Trenk
Township Attorney

By: President

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

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

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

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

the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

AGREEMENT

THIS AGREEMENT, entered this 14th day of December, 2021 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the **“TOWNSHIP”** and Pleasantdale Senior Citizens hereinafter referred to **“CONTRACTOR”**:

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

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

1. For the period January 1, 2021 to December 31, 2021 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.
2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:

Approved as to form

Richard D. Trenk
Township Attorney

By: President

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

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

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

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

the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

AGREEMENT

THIS AGREEMENT, entered this 14th day of December, 2021 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the “**TOWNSHIP**” and the JCC Council of Senior Citizens hereinafter referred to as “**CONTRACTOR**”:

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

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

1. For the period January 1, 2021 to December 31, 2021 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.
2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:

Approved as to form

Richard D. Trenk
Township Attorney

By: President

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

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

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

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

the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

AGREEMENT

THIS AGREEMENT, entered this 14th day of December, 2021 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the **“TOWNSHIP”** and the Eagle Rock Senior Citizens H.A./Tenant Services hereinafter referred to as **“CONTRACTOR”**:

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

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

1. For the period January 1, 2021 to December 31, 2021 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.
2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:

Approved as to form

Richard D. Trenk
Township Attorney

By: President

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

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

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

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

the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

RESOLUTION

WHEREAS, Essex County Country Club owns certain property located at Lot 1, Block 156, on the Tax Map of the Township of West Orange, County of Essex, State of New Jersey which consist of approximately 175.77 acres; and

WHEREAS, ECCC has certain tax appeals pending for the last four (4) years which were scheduled to commence trial on November 8, 2021; and

WHEREAS, ECCC has also filed a tax appeal for 2021 and would have rights to file same for 2022, 2023 and 2024; and

WHEREAS, various professionals and experts were retained to analyze the assessments and issues involved; and

WHEREAS, Charles Blau, Esq. of Blau & Blau vigorously represented the Township with regard to the appeals;

WHEREAS, the Township Attorney and John Gross, Chief Financial Officer, conferred with Mr. Blau concerning various settlement discussion; and

WHEREAS, ECCC was seeking to reduce the assessment from approximately \$16,233,700 million to approximately \$11.2 million which, if successful, would have resulted in a tax refund in excess of \$750,000;

NOW, BE IT HEREBY RESOLVED that the attached Tax Adjustment Agreement effective January 1, 2022 be and is hereby approved; and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute the Tax Adjustment Agreement and the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature.

Karen Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

TAX ADJUSTMENT AGREEMENT

THIS TAX ADJUSTMENT AGREEMENT (hereinafter referred to as the "**Agreement**") is made and entered into as of November __, 2021 (the "**Effective Date**") by and between **ESSEX COUNTY COUNTRY CLUB**, a New Jersey corporation ("**ECCC**"), and **TOWNSHIP OF WEST ORANGE** ("**Township**") (collectively, the "**Parties**").

RECITALS

WHEREAS, the ECCC owns certain parcels of land known as Lot 1, Block 156 on the Tax Map of the County of Essex, West Orange, New Jersey (the "**Property**"); and

WHEREAS, the Parties have agreed to settle certain tax appeals that ECCC has filed regarding the Property which is utilized as a golf course (the "**Tax Reduction Property**") pursuant to the terms of this Agreement;

NOW, THEREFORE, based on the foregoing premises, each of which is hereby incorporated into this Agreement as a material term; and for good and valuable consideration, including the mutual promises, releases, representations, covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Tax Adjustment.** The Township shall provide ECCC with a reduction of its property taxes on the Tax Reduction Property so that the property taxes for the years 2022, 2023 and 2024 will be reduced in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) per year from the final 2021 property tax amount (the "**Annual Tax Reduction**"), representing a total tax reduction for the three (3) years of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) (the "**Total Tax Reduction**").

2. **Assessment.** In order to provide ECCC with the Annual Tax Reduction and, at the conclusion of three years, the Total Tax Reduction, the Township shall reduce the current assessment of \$16,323,700.00 for the Tax Reduction Property effective January 1, 2022 to \$14,050,000,¹ which is an estimated amount that will yield a property tax reduction for 2022 in an amount approximately equal to the Annual Tax Reduction (the "2022 Assessment") and which will yield a combined property tax reduction for 2022, 2023, and 2024 of an amount approximately equal to the Total Tax Reduction. The terms of N.J.S.A. 54:3-26 (the "**Freeze Act**") will apply to the 2022 Assessment and the 2022 Assessment will not be increased for 2023 or 2024 unless: (a)

¹ This anticipates a potential tax increase of 1% in the tax rate from 2021 to 2022. This is not intended to limit any increases.

an increase is permitted under the Freeze Act; or (b) ECCC makes material improvements to the Tax Reduction Property qualifying for an added assessment.

3. True-Up.

(a) Reconciliation. The Parties recognize that the 2022 Assessment is an approximation, and that Township's tax rate may increase in 2022, 2023, and 2024. As a result, the actual total amount of the tax reduction that ECCC receives may be greater than or less than the Total Tax Reduction. Accordingly, at or around the time that the 2024 tax rate is finalized, the Township shall provide ECCC with a reconciliation of the 2022, 2023, and 2024 property taxes which includes a calculation of the amount of the reduction each year and the total amount of the reduction for all three years (the "**Reconciliation**"). The Township's failure to provide the Reconciliation at or about the time that the 2024 tax rate is finalized, shall not be a waiver of the Township's right to provide the Reconciliation thereafter.

(b) Dispute Resolution. ECCC shall have twenty-one (21) days to submit a written objection to the Reconciliation setting forth with specificity the reasons it believes the Reconciliation is inaccurate, and providing its own reconciliation (the "**Objection**"). If ECCC fails to submit an Objection with the twenty-one (21) day period, it shall be deemed to have waived its right to object and the Reconciliation shall be final and binding. The Parties shall attempt to resolve the issues raised in the Objection within thirty (30) days of the date that the Objection is served (the "**Mediation Period**"). If the Parties cannot resolve the issues, then either party may file a summary proceeding in the Superior Court of New Jersey, Essex County, Tax or Chancery Court which shall have the exclusive jurisdiction over any disputes arising out of or related to this Agreement.

(c) Payment. If the Reconciliation discloses that the actual total reduction for 2022, 2023, and 2024 was greater than the Total Tax Reduction, then ECCC shall pay the Township the excess amount. If the Reconciliation discloses that the actual total reduction for 2022, 2023, and 2024 was less than the Total Tax Reduction, then the Township shall pay ECCC the amount of the shortfall. The party who is obligated to make payment shall remit payment within thirty (30) days of the date that the Reconciliation is final. The Reconciliation shall be deemed final on the twenty-second (22) day after it is served, unless an Objection is served in accordance with paragraph 3(b) above. If an Objection is served, the Reconciliation shall be deemed final either: (i) on the date the parties reach agreement on the amount of the Reconciliation; or (ii) on the date that an Order of the Court is entered.

(d) Right to File Lien. In the event that ECCC owes the Township a payment as a result of the true-up required by this paragraph 2, and fails to pay within the time frame provided herein, then the Township shall have the right to file a municipal lien against the Tax Reduction Property in the amount that ECCC owes, which shall accrue interest at the statutory rate for delinquent taxes until paid in full.

4. Dismissal of Tax Appeals/Covenant not to Sue. ECCC and the Township shall cause a Stipulation of Dismissal with Prejudice and Without Costs to be filed of each tax appeal that ECCC has filed which remains pending as of the date hereof. ECCC covenants and agrees that it will not file a tax appeal for 2022, 2023, or 2024 so long as the terms hereof are complied with.

5. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without regard to its conflict of laws principles. Each of the Parties hereto irrevocably submits and consents to the exclusive subject matter jurisdiction and personal jurisdiction of the State Courts of the State of New Jersey, Essex County Vicinage, Chancery Division or Tax Court, with respect to any and all disputes arising out of or related to this Agreement. Each of the Parties hereto irrevocably consents to the jurisdiction of the State Courts of the State of New Jersey in any such suit, action or proceeding and to the laying of venue in such court. EACH PARTY WAIVES ANY AND ALL RIGHTS HE MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIMS OR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6. Completeness of Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

7. Severability. If any portion or provision of this Agreement is held unconstitutional, invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement will be considered severable, will not be affected, and will remain in full force and effect.

8. Titles and Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9. Construction. This Agreement is the product of negotiation by the Parties and all Parties' counsel participated in the drafting and revision of all of these documents. Therefore, none of these documents shall be construed or interpreted more strictly against any party based on that Party's counsel having drafted them.

10. No Waiver. The failure of any Party to insist upon the strict performance of any of the provisions of this Agreement or to exercise any of the rights afforded under any of these documents shall in no way constitute a waiver of any subsequent default of the same or similar nature or a waiver of that Party's right to insist on strict performance in the future.

11. Voluntary Execution. The Parties acknowledge that they have all thoroughly read this Agreement, understand it, and are entering into it of their own free will. No Party is relying on any statements or representations or advice of any other party or their counsel in entering into this Agreement. All Parties acknowledge and represent that they have had sufficient time to consider all aspects of this Agreement and that no promises or representations have been made other than as specifically set forth in this Agreement.

12. Amendment and Modification. This Agreement may only be amended or modified in writing signed by the Party against whom enforcement of the amendment or modification is sought.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which shall constitute one and the same instrument.

14. Signatures. Facsimile or other electronic signatures, including by DocuSign or similar electronic signature service, shall be as effective as original signatures on this Agreement. Each of the individuals executing this Agreement on behalf of an entity hereby represents and warrants that such person is authorized to execute this Agreement on behalf of the entities for which it is signing.

[Signatures On Following Page]

WHEREFORE, the parties have executed this Agreement as of the date first written above.

Township of West Orange

Essex County Country Club

By: _____
Robert D. Parisi, Mayor

By: _____

ATTEST:

WITNESS:

Karen Carnevale
Municipal Clerk
Township of West Orange

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AOVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT

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

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

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

Block	Lot	Name & Address	Amount
41	176.19	Valentina Paiva Acosta 123 S. Valley Road, West Orange, NJ	\$4,152.61
140.01	28	Woojae Sung 18 Winfield Street, West Orange, NJ	\$3,401.30
140.02	38	Anthony & Lemma Casalino 34 Valley Way, West Orange, NJ	\$2,511.75
164.05	4	Sandra Tchatchoua 11 Beech Road, West Orange, NJ	\$2,894.28
166.15	5 C0055	Andre Christie 55 Glen View Drive, West Orange, NJ	\$2,608.90
173.04	43	Jacqueline Boothby & Sean Moran 49 Crestmont Road, West Orange, NJ	\$2,533.34
TOTAL:			\$18,102.18

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

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

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

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Venante Mondesire and Alix Jules (collectively the “Owners”) residing at 1454 Pleasant Valley Way, Lot 38.01 Block 168 (the “Property”), in the amount of Thirty-Five Thousand Dollars (\$35,000.00), which was dated August 31, 2012 and recorded in the Essex County Register’s Office October 15, 2012 in Book 12393, at Page 4440 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Newrez, LLC in the outstanding amount of One Hundred Ninety-Two Thousand Five Hundred Fourteen Dollars and Fifty-Nine Cents (\$192,514.59) (the “First Mortgage”); and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from CrossCountry Mortgage, LLC (“CrossCountry”) in the amount of Three Hundred Sixty-Nine Thousand Three Hundred Fifty Two Dollars (\$369,352), and with an interest rate of 3% (the “New Mortgage”); and

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

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

WHEREAS, the appraised value of the property is \$570,000; 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

CrossCountry with respect to the Property and the Owners; 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 J. Carnevale, R.M.C.
Township Clerk

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) issued a Request for Bid Proposal for the award of a Contract for Janitorial Services (the “Agreement”) at several municipal buildings including West Orange Town Hall, West Orange Police Building, West Orange Senior Health Center, Department of Public Works/Engineering, Department of Recreation, West Orange Police Valley Road, and West Orange Police Washington Street Sub Station; and

WHEREAS, on November 18, 2021, the Township received seven (7) bids in response to the Request for Bid Proposal including:

- (1) One Total Cleaning Services, LLC from Plainfield, New Jersey (“One Total Cleaning”) with a bid price of \$56,624.24 per year, with additional optional hourly rates of \$35 per hour for buffing floors and \$150 per hour for shampooing carpeting;
- (2) ACB Services Inc. from Lawrence, New Jersey with a bid price of \$57,370 per year, with additional optional hourly rates of \$23.95 per hour for buffing floors and \$23.95 per hour for shampooing carpeting;
- (3) AAA Facility Solutions LLC from River Edge, New Jersey with a bid price of \$58,000 per year, with additional optional hourly rates of \$40 per hour for buffing floors and \$40 per hour for shampooing carpeting;
- (4) Neat Freekz Cleaning Services from Jersey City, New Jersey with a bid price of \$65,580 per year, with additional optional hourly rates of \$25 per hour for buffing floors and \$25 per hour for shampooing carpeting;
- (5) Best Cleaning Building Service Inc. from Ridgefield, New Jersey with a bid price of \$74,400 per year, with additional optional hourly rates of \$25 per hour for buffing floors and \$25 per hour for shampooing carpeting;
- (6) Quality Facility Solutions Corp. from Brooklyn, New York with a bid price of \$164,296.68 per year, with additional optional

hourly rates of \$55 per hour for buffing floors and \$75 per hour for shampooing carpeting;

(7) Amigos Cleaning Services, LLC from West Orange, New Jersey with a bid price of \$147,030 per year, with additional optional hourly rates of \$29 per hour for buffing floors and \$32 per hour for shampooing carpeting; and

and

WHEREAS, One Total Cleaning submitted the lowest bid at an annual rate of \$56,624.24 in response to the Township's Request for Bid Proposal for award of the Agreement pursuant to the terms set forth therein and annexed hereto as Exhibit "A;"

WHEREAS, the term of the Agreement shall be for a term of two (2) years with an option to extend the Agreement for one additional year; and

WHEREAS, the Agreement incorporates the terms and conditions set forth in the Township's Request for Bid Proposal and One Total Cleaning's bid in response to the Request for Bid Proposal.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township shall award the Agreement to One Total Cleaning consistent with the terms and conditions set forth in the Agreement, annexed hereto as Exhibit "A;" and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement on behalf of the Township and the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature; and it is further

RESOLVED, that the original of the Agreement between the Township and One Total Cleaning shall be maintained in the Municipal Clerk's office.

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

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR JANITORIAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of December, 2021 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "**TOWNSHIP**", part of the first part, and **ONE TOTAL CLEANING SERVICES, LLC**, a New Jersey limited liability company with offices at 130 Garfield Avenue, Plainfield, New Jersey 07062, hereinafter referred to as "**ONE TOTAL CLEANING**", party of the second part.

WITNESSETH THAT:

WHEREAS, the Township issued a Request for Bid Proposal, (the "**SPECIFICATIONS**") seeking to award a Contract for Janitorial Services at seven (7) buildings owned and operated by the **TOWNSHIP**; and

WHEREAS, the Specifications set forth the terms and conditions of the Janitorial Services to be performed under this agreement; and

WHEREAS, on November 18, 2021, **ONE TOTAL CLEANING** submitted a bid in response to the **SPECIFICATIONS** (the "**BID**"), annexed hereto as Exhibit "**A**;" and

WHEREAS, the **BID** included and incorporated the **SPECIFICATIONS**; and

WHEREAS, the **BID** set forth an annual base bid of \$56,624.24 per year with additional optional rates for floor buffing at \$35 per hour and shampooing carpeting at \$150 per hour; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. **ONE TOTAL CLEANING** hereby agrees to provide the services and other covenants set forth in the **BID**, annexed hereto as Exhibit "**A**."

2. As set forth in the **SPECIFICATIONS**, the term of this Agreement shall be for two (2) years starting on January 1, 2021 and that the Township shall have an option to renew this Agreement for additional one year.

3. The **TOWNSHIP** and **ONE TOTAL CLEANING** hereby agree to the rates set forth in the **BID** and to the payment process set forth in Section M of the **SPECIFICATIONS**.

4. The **TOWNSHIP** and **ONE TOTAL CLEANING** hereby agree that to the extent that the **BID** conflicts with the terms and conditions of the **SPECIFICATIONS**, the **SPECIFICATIONS** shall govern.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C.

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

**ONE TOTAL CLEANING SERVICES,
LLC**

Marilyn Parada

By: _____
Darwin x Fiallos Perez

Exhibit “A”

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

Request for Bid Proposal for Janitorial Services

**Submission Date:
Thursday, November 18, 2021
11:00 a.m.
Prevailing Time**

**TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4056**

ADVERTISEMENT

Invitation to Bid

The Township of West Orange is seeking bids for **JANITORAL MAINTENANCE SERVICES**. The Bid specifications can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org.

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Purchasing Department of the Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Thursday November 18, 2021 at 11:00 a.m. and will be publicly opened and read at that time in the covered portion of the parking lot under the library on the same day. No proposals received after that time will be considered.

A certified check or cashier's check made payable to the Township, or a duly executed bid bond in the amount of 10% of bid, not to exceed \$20,000.00 must accompany each bid proposal. All deposits from bidders other than the successful bidder will be returned after the award of the contract.

Submitters are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, and the "Pay to Play" ordinance of the Township of West Orange. Additional Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c. 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), a valid NJ Business Registration Certificate P.L. 2004, c57, and must comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Paula Reynolds
Acting Purchasing Agent

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDERS

A. INTENT

The Township of West Orange, hereinafter referred to as “the Township” requests bids for janitorial services for seven (7) of our buildings. The contract shall commence in January 1, 2022 for a period of 24 Months with the option to extend for one (1) additional year.

All cleaning shall be performed in a workmanship like manner as described by this specification. Deviations will not be considered unless the vendor can explain in detail that the deviation is of material benefit to the Township and provides service levels at least equivalent to that specified.

The Township’s technical contact for Buildings, Louis Reynolds Supervisor of Public Works (973) 725-8774. Mr. Reynolds will be in charge of monitoring vendor performance and compliance throughout the term of the contract.

B. PRE- BID TOUR

All prospective bidders are highly encouraged to visit each site. Bidders can pick up a pass in the Purchasing Department, room 111, 66 Main Street, West Orange, New Jersey by calling (973) 325-4056 and making an appointment. It shall be the responsibility of the bidder to visit the sites and make a tour and inspection of the areas to be cleaned under the terms of this bid.

C. BID OPENING

All bid proposals will be publicly opened and read aloud in the covered portion of the parking lot at the Township of West Orange, 66 Main Street, West Orange on Thursday November 18, 2021 at 11:00 A.M. Bids must be received by hand, certified mail or messenger no later than 11 A.M. All bid proposal envelopes should be clearly marked with name of bid and the submission date. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered after time specified.

D. BID WITHDRAWAL

Sealed bids received by the Township before the designated time of the bid opening, may withdraw said bid in writing with evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of Sixty (60) calendar days.

E. BID PROPOSAL FORMS

All prices and amounts must be written in ink or preferably machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township.

F. BID SECURITY

A certified check or cashier's check made payable to the Township, or a duly executed bid bond in the amount of 10% of bid, not to exceed \$20,000.00 must accompany each bid proposal. All deposits from bidders other than the successful bidder will be returned after the award of the contract.

G. INSURANCE REQUIREMENTS

Worker's Compensation and Employer's Liability Insurance:

This insurance shall be maintained in full force during the life of this contract by the vendor covering employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance:

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance:

This insurance covering vendor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract.

Certificates of Required Insurance:

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Self-insured vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Township as an additional insured.

Indemnification:

Successful vendor shall indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the vendor, the vendor's agents, servants, or subcontractors in the delivery of goods and services, or in the performance of the work under this contract.

The Vendor shall take out and maintain during the life of the contract adequate workmen's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Vendor shall require each sub-contractor similarly to provide workmen's compensation and employer's liability insurance for the latter's employee's, unless such employees are covered by the protection afforded by the Vendor's insurance. A Certificate of Insurance evidencing General Liability and Excess Liability (Worker's Compensation) coverage shall be provided by a carrier(s) satisfactory to the Township. An original Certificate shall be filed with the Township before the Contract can be executed. The Township will also be named as an additional insured as it relates to all liability policies for work performed by the Contractor with Certificate evidencing this endorsement.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving the Township harmless and its agents from any liability arising from the work to be performed under the contract. This includes but not limited to Attorney's fees and costs in connection with defense of such claims.

H. MANDATORY FORMS

Vendor shall supply a copy they their NJ Business Registration Certificate, Disclosure of Ownership, Affirmative Required Evidence, Iranian Investment Disclosure form, Addenda Acknowledgment and bid deposit.

I. QUALIFICATION OF BIDDERS

Bidders shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed services as per the specifications. Bidders shall submit evidence of qualifications to meet all requirements by Township.

As evidence of bidder's qualifications, bidders shall submit the following information with their bids:

1. The number of years the firm has been performing janitorial services.
2. Names of Supervisors to be assigned to work on this contract. Include the number of years the individual has worked for bidder.
3. Location of bidder's offices and facility where bidder's equipment may be inspected.
4. Name(s) and telephone number(s) of management and service personnel for
5. A list of institutions, industries and commercial buildings now under contract with the bidding firm. Include the length of time each contract has been in force and the name of the person the Township of may contact as a reference.

J. CONTRACTOR PERSONNEL

1. All personnel shall be BONDED.
2. All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.
3. All contractors' employees shall consent to background checks, if not already performed. The Township reserves the right to refuse personnel based on results of the background check.

K. BASIS OF AWARD

In addition to cost and responsiveness to these specification, the Township will investigate references supplied by bidder as it deems necessary to determine the ability of the bidder to perform the work. The Township reserves the right to reject any proposal if the evidence submitted by investigation such as, bidder fails to properly perform or complete any contracts.

L. ACCEPTANCE AND AWARD OF CONTRACT

Within 60 days after the receipt of the bids, the Township Council will accept through resolution at a scheduled Council Meeting, one of the bids for the contract from submissions received or will reject all bids. The Township reserves the right to reject any or all bids or to accept the bid which in its judgment will be for the best interest of the municipality

M. PAYMENT PROCESS

The Contractor shall invoice the Township on a monthly basis. Payment will be processed for approval at the following scheduled Council Meeting.

N. Termination

Default:

Non-performance of the Vendor in terms of specifications shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days written notice to the Vendor. The Township shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

If the Vendor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract.

If the Vendor should persistently or repeatedly refuse or should fail to provide enough properly skilled workers or materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the Township shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Vendor shall be allowed seven (7) calendar days to remedy.

O. "Pay To Play":

Respondents are advised that, pursuant to N.J.S.A. 44A:20.27, all business entities who have received contracts valued in excess of \$50,000 from public entities in any calendar year must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC). Respondents are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to

any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office

SPECIFICATIONS

The Contractor shall be responsible for all equipment, cleaning supplies, trash liners and paper products, such as toilet paper and paper towels. Cleaning and disinfectant products need to be classified as Environmentally Green Product. Specification sheets will be required for all products listed by Contractor naming all product names.

The Contractor shall comply with Recycling Policy of the Township. Recyclables shall be source separated and shall not be co-mingled with other solid waste.

MUNICIPAL BUILDING LOCATIONS

West Orange Town Hall
66 Main Street
West Orange NJ

*** West Orange Police Building
60 Main Street
West Orange, NJ

West Orange Senior Health Center
10 Gaston Street
West Orange, NJ

Department of Public Works/Engineering
25 Lakeside Avenue
West Orange, NJ

Department of Recreation
60 ½ Cherry Street
West Orange, NJ

West Orange Police Valley Road
Sub Station
549 Valley Road
West Orange, NJ

West Orange Police Washington St
Sub Station
92 Washington Street
West Orange, NJ

HOURS OF OPERATION

Monday to Friday 8:30 am – 4:30 pm

*** Exception 24 hours, 7 days a week

HOLIDAYS OFFICES CLOSED

	<u>2022</u>	<u>2023</u>	<u>2024</u>
New Year's Day	XXXXXX	January 2	January 1
Martin Luther King Day	January 17	January 16	January 15
Presidents Day	February 21	February 20	February 19
Good Friday	April 15	April 7	March 29
Memorial Day	May 30	May 29	May 27
Juneteenth	June 20	June 16	June 21
Independence Day	July 4	July 4	July 4
Labor Day	September 5	September 4	September 2
Indigenous Peoples' Day	October 10	October 9	October 14
Presidential Election	XXXXXXX	XXXXXXX	November 5
Veteran's Day	November 11	November 10	November 11
Thanksgiving Day	November 24	November 23	November 22
Thanksgiving Friday	November 25	November 23	November 28
Christmas Day	December 26	December 25	December 25

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation = 6 (92 Washington St.)
Police Substation = 7 (549) Valley Rd.)

General Cleaning All Buildings Days Weekly**7 Days 5 Days 3 Days 2Days 1 Day**

* Empty and clean all waste baskets and replace liners when needed	2	1, 3	4, 5	6, 7
* Sweep and dust mop all hard floor surfaces and damp mop as needed	2	1, 3	4, 5	6, 7
* Dust office furniture, windows sills and all other surfaces up to 84" high	2	1, 3	4, 5	6, 7
* Damp wipe and polish all desk top surface if papers are cleared	2	1, 3	4, 5	6, 7
* Dust or damp wipe all telephones and affiliated equipment using antiseptic treated cloths	2	1, 3	4, 5	6, 7

* Remove all finger marks from doors, frames, partitions, and light switches	2	1, 3	4, 5	6, 7	
* Clean all glass doors	2	1, 3	4, 5	6, 7	
* Dust blinds					1, 2, 3, 4, 5, 6, & 7
* Vacuum upholstered furniture		* Once Monthly All Locations			
* Dust walls					1, 2, 3, 4, 5, 6, & 7
* Clean, polish and sanitize all drinking fountains	2	1, 3	4, 5	6, 7	
* High dust all vents, louvers, and molding				6, 7	1, 2, 3, 4, & 5
* Maintain janitor's closets in a neat orderly condition	2	1, 3	4, 5	6, 7	
* Leave on designed night lights and secure building	2	1, 3	4, 5	6, 7	
* Clean Elevator Cabs, including ceiling, floors, walls, and doors	2	1	N/A	N/A	N/A

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7

General Cleaning All Buildings Days Weekly

7 Days 5 Days 3 Days 2Days 1 Day

*Sweep stairwells and landings wipe clean all railings and trim	2	1, 3	4, 5	6, 7
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Kitchen Areas & Meeting Rooms Weekly

7 Days 5 Days 3 Days 2Days 1 Day

* Sweep and/ or dust mop all non- carpeted areas	2	1, 3	4, 5	6, 7
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* Vacuum all carpeted areas --moving table and chairs	2	1, 3	4, 5	6, 7
* Empty and clean all wastebaskets, replacing liners as needed	2	1, 3	4, 5	6, 7
* Damp mop composition tile with a neutral solution	2	1, 3	4, 5	6, 7
* Wash and disinfect table and chairs leaving in an orderly manner	2	1, 3	4, 5,	6, 7
* Coffee rooms clean and shine all sinks spot wash walls and fixtures	2	1, 3	4, 5	6, 7
* Wash pedestals or legs of all tables & chairs				1, 2, 3, 4, 5, 6, & 7

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7

Restrooms/ Lavatories Weekly

7 Days 5 Days 3 Days 2Days 1 Day

* Damp whip and clean waste receptacles	2	1, 3	4, 5	6, 7
* Remove refuse to designated area	2	1, 3	4, 5	6, 7
* Clean, disinfect and deodorize all lavatory fixtures using high phenol coefficient cleaner	2	1, 3	4, 5	6, 7
* Clean and polish all mirrors, fixtures and counters	2	1, 3	4, 5	6, 7
* Hand dust all stall partitions and other surfaces	2	1, 3	4, 5	6, 7
* Spot clean walls and stalls	2	1, 3	4, 5	6, 7
* Wet mop all floors using a germicidal cleaner	2	1, 3	4, 5	6, 7

* Damp clean and refill all dispensers	2	1, 3	4, 5	6, 7
* Maintain clean all baseboards and floor drain plates	2	1, 3	4, 5	6, 7
* Full wash lavatory walls and stall partitions			1, 2, 3	4, 5, 6, 7

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7

Floor Care Weekly

7 Days 5 Days 3 Days 2Days 1 Day

* Vacuum all carpeted areas, including edges and corners	2	1, 3	4, 5	6, 7
* Sweep and or dust mop all non-carpeted areas	2	1, 3	4, 5	6, 7
* Spot mop spillage in non-carpeted areas	2	1, 3	4, 5	6, 7
* Spot clean all carpeted areas (once carpets have been cleaned)				1, 2, 3, 4, 5, 6, 7
* Sweep and or vacuum, dust stairwells, landings and handrails	2	1, 3	4, 5	6, 7
* Wet mop stairwells	2	1, 3	4, 5	6, 7
* Maintain composition tile floors surfaces using an approved, non-injurious cleaning solution	2	1, 3	4, 5	6, 7

All Cleaning Products shall meet one of the following criteria. Cleaners that do not meet any of these standards are strictly prohibited:

WELL Health Safety feature SC4: Select Preferred Cleaning Products

All cleaning, disinfection and sanitization products are specified in the cleaning plan and meet one of the following requirements:

- a. Products are labeled as 'low-hazard' or 'safer' by an ISO 14024-compliant (Type 1) Ecolabel, or by a third-party certification recognized by the local government where the project is located. Hazard criteria must be specific for the product classes within the scope of this feature.
- b. The Safety Data Sheet (SDS) of each product discloses ingredients per EU Regulation 2015/830 (CLP) or California State Bill No. 258 and no ingredients listed in Section 3 of the SDS are classified as Category 1, 1A or 1B for the following Globally Harmonized System (GHS) codes and corresponding hazard statements:
 1. H311 (toxic in contact with skin).
 2. H312 (harmful in contact with skin).
 3. H317 (may cause allergic skin reaction). Individual terpenes may be present up to a concentration of 0.5% in undiluted products
 4. H334 (may cause allergy or asthma symptoms or breathing difficulties if inhaled).
 5. H340 (may cause genetic defects).
 6. H350 (may cause cancer).
 7. H360 (may damage fertility or the unborn child).
 8. H372 (may cause damage to organs through prolonged or repeated exposure).

Bidders must submit a complete and specific listing of all cleaners that meet the above cleaning criteria with their bid submission.

In addition:

1. All MSDS sheets for the listed cleaners shall be submitted in both English and Spanish.

Bidders must submit a detailed outline that summarizes the following cleaning and training requirements. All submissions shall, at a minimum meet the requirements outlined within these bid specifications. Bidders shall provide a policy manual, training manual and training schedule to comply with these bid requirements.

A cleaning schedule that:

- a. Details the following:
 1. Extent and frequency of cleaning.
 2. Cleaning responsibilities of building occupants (if any) and cleaning staff.
 3. Cleaning supplies and where they can be accessed.
 4. Process to evaluate and document adherence to the cleaning plan.
- b. Identifies the following:
 1. Surfaces that require disinfection (e.g., high-touch surfaces).
 2. Frequency and/or other thresholds (e.g., number of hours, number users of a space, results from a swab test) for disinfection.
 3. Applicable governmental registration and directions of use (e.g., contact time and dilution rates) for disinfectants. (This information will be found on the product

labels. Bidders agree to conform to these specifications.)

4. Other non-chemical tools used for disinfection, if any.
- c. States the following documentation procedures:
 1. Record keeping practices for cleaning and disinfection activities.
 2. The chain of communications with building occupants.
 3. A system to log feedback from occupants and cleaning staff.
 4. A checklist for each building posted on each floor that can be initialed by the cleaner with work completed each day, new checklist posted monthly.
- d. Specifies the following for cleaning materials and personal protection equipment (PPE):
 1. PPE requirements for general cleaning and specialized tasks (e.g., disinfection or dilution or chemicals).
 2. Color-coding for reusable and disposable cleaning cloths.
 3. Separate cleaning of reusable cleaning materials from other clothing or products.
- e. Includes the following precautions for storage of cleaning products:
 1. An identifiable, fit-for-purpose storage space in accordance with the manufacturers' directions; bleach stored away from other products.
 2. Color-coding and labeling of any bleach-based and ammonia-based products, indicating they are not to be mixed with one another.
- f. Specifies the following for cleaning tools and equipment:
 1. HEPA rated filters for vacuum cleaners.
 2. If carpet and woven upholstery are present, the cleaning methodology (based on manufacturer's recommendations), favoring hot water extraction if technically feasible.
 3. Protocols for cleaning, maintenance and handling of waste accumulated in equipment (e.g., used vacuum cleaner bags).
- g. Includes the following operational aspects:
 1. Use of cleaning and disinfection products, including dilutions (when needed) and ventilation requirements.
 2. On-site availability of current Safety Data Sheets (SDS) of cleaning and disinfection products, in languages spoken by the cleaning staff.
 3. Precautions to avoid slip hazards during and after floor cleaning.
 4. Safe disposal of waste, including soiled cleaning materials and PPE.
- h. Outlines a training program that meets the following:
 1. Training covers cross-contamination prevention via hand hygiene, PPE, cleaning cloth replacement, cloth handling techniques and carrying systems to separate clean tools from dirty ones.

2. Training is delivered to all relevant personnel including building management, building operators and contracted cleaning staff, on an annual basis.

Bidders are advised to meet the following Conditions.

1. Include color-coding for reusable and disposable cleaning cloths is in place and if separate cleaning of reusable cleaning materials from other clothing or products is specified. Provide a revised policy that addresses the requirements of sections d.2. and d.3.
3. Provide a policy that addresses the requirements of section g.4.
4. Provide a policy that includes training materials for PPE use, it is unclear if the training also covers cross contamination prevention via hand hygiene, cleaning cloth replacement, cloth handling techniques and carrying systems to separate clean tools from dirty ones. Provide a policy that addresses the requirements of section h.1.
5. Provide policy clearly indicating that training is delivered to all relevant personnel including building management, building operators and contracted cleaning staff, on an annual basis. Provide a policy that addresses the requirements of section h.2.

**PROPOSAL FORM
JANITORIAL SERVICES**

The contract period for this service shall be for a period of Twenty four (24) months commencing January 2022 ending December 2023 with an option for one (1) year additional year, if acceptable by both parties. The undersigned states that they have carefully examined specifications, conditions, and instructions and hereby submits the following proposal:

Base Bid \$ 56,624.24
Annual

Fifty six thousand six hundred twenty four dollars and twenty four cents.
(amount in words)

Options:

(1) Hourly rate for buffing Floors \$ 35.00

(2) Hourly rate for shampooing carpeting \$ 150.00

Company Name

One Total Cleaning Services LLC

Address

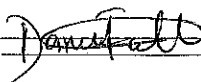
130 Garfield Ave.

Plainfield, NJ 07062

Telephone #

908-462-2328

Authorized Signature



Print Name

Darwin X. Fiallos - Perez

Title

Managing Member

Date

11-18-2021

THIS FORM MUST BE SUBMITTED BY THE BIDDER
(Enclose original bid and one copy, may be flash drive)

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: One Total Cleaning Services LLC
Print

Name of Contact Person: Darwin X Fiallos Perez
Print

Correspondence Address (including zip code):

130 Garfield Ave
Plainfield, NJ 07062

Purchase Order Address (including zip code):

130 Garfield Ave
Plainfield, NJ 07062

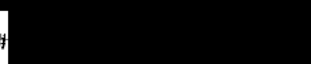
Payment Address (including zip code):

130 Garfield Ave
Plainfield, NJ 07062

Telephone Number: 

Fax Number: 

E-mail Address: 

Employer I.D. or S.S. #: 

BIDDER'S REQUIREMENTS CHECK LIST

The following is a checklist of items, which must be submitted by all interested parties with their proposal:

- Business Registration Certification DF
- Public Works Contractor's Certification DF
- Bidder's Experience and Qualifications DF
- Stockholders Disclosure Statement DF
- Affirmative Action Compliance Notice DF
- Bid Deposit (10% of bid not to exceed \$20,000.00) required DF
- Completed Bid Proposal Form DF
- Iranian Disclosure Statement ~~DF~~
- Acknowledgment of Addenda DF
- Political Disclosure Statement DF

Should any of the aforesaid items not be included with your bid proposal, please so indicate on this page and identify the reason for omitting such information on the space below:

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

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

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

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

(continued)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

REQUIRED EVIDENCE

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

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

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

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

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

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

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.)

No

2. Do you have a State Certificate of Employee Information Report approval?

Yes ✓ (If yes, submit a copy of such approval.)

No

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

COMPANY: One Total Cleaning Services NAME: Darwin X. Fiallos Perez

SIGNATURE: Darwin Fiallos TITLE: Managing Member

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

AFFIDAVIT OF NON-COLLUSION

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

- A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.
- B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.
- C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

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

Date: 11/18/21


(Signature)

Darwin X Fiallos-Perez, Managing Member
(Name and Title)

One Total Cleaning Services LLC
(Company Name)

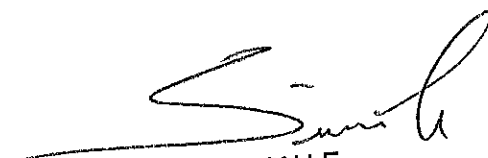
130 Garfield Ave, Plainfield NJ 07062
(Address)

(Corporate Seal)

Subscribed and sworn to before me

this 18th day of November, 2021

Notary Seal



SIMON LE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 13, 2026

STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp ☒
Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____
Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW

Name: Darwin X. Fiallos Perez

Home Address: 130 Garfield Ave
Plainfield, NJ 07060

Stockholders

Name: _____

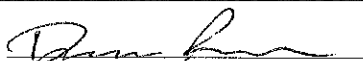
Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____


Owner or Representative Signature

Darwin X. Fiallos - Perez / Managing Member
Print Name & Title

NOTARY PUBLIC
Sworn before me this 18th day of November 2021.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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

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

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

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

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

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

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

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

TOWNSHIP OF WEST ORANGE

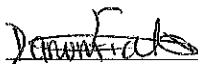
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☒ No addenda was received.

Acknowledged for: One Total Cleaning Services LLC
(Company Name)

By: 
(Signature of Authorized Representative)

Name: Danwin X. Fallas - Perez
(Print)

Title: Managing Member

Date: 11-18-2021

TOWNSHIP OF WEST ORANGE

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

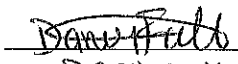
Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.

The current elected officials of the Township include the following: Mayor Robert D. Parisi; Councilwoman Susan McCartney; Councilwoman Cindy Matute Brown; Councilwoman Tammy Williams; Councilman Bill Rutherford; and Councilwoman Michelle Casalino.

Name of Contributor	Amount	Recipient of Contribution	Contribution Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If you have NOT made any contributions within the scope of Section 2-68.1, as set forth above, please indicate here DE.

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

Signature: 
Print Name: Darwin X. Fallos Perez
Company: One Total Cleaning Services LLC

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the *TOWNSHIP shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

I acknowledge:



Signature of Vendor

09/22/14

Taxpayer Identification# [REDACTED]

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

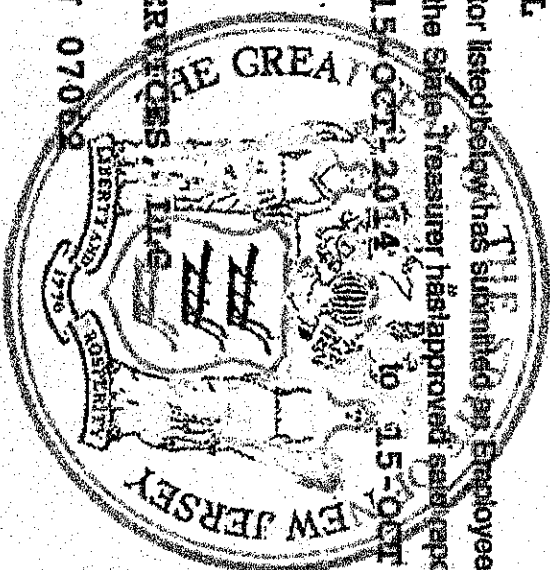
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646
TAXPAYER NAME:	TRADE NAME:	
ONE TOTAL CLEANING SERVICES LLC		
ADDRESS:	SEQUENCE NUMBER:	
130 GARFIELD AVE	1818166	
PLAINFIELD NJ 07062	ISSUANCE DATE:	
EFFECTIVE DATE:	09/22/14	
09/05/13		
	Director New Jersey Division of Revenue	
FORM-BRC	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above add	

Certification 53598

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2014 to 15-OCT-2021



ONE TOTAL CLEANING SERVICES, INC.
130 GARFIELD AVE.
PLAINFIELD

NJ 07062

A handwritten signature in dark ink, appearing to be "A. S.", written over a horizontal line.

Andrew P. Sidamon-Einstoff
State Treasurer





130 Garfield Av. | Plainfield, NJ 07062
908-821-2453

November 18, 2021

The following are references requested by:

1. Cranford Township

[REDACTED] : [REDACTED] 5

2. Raritan

[REDACTED]

3. Borough of Mountainside

[REDACTED]

4. Borough of Somerville

[REDACTED]

5. Plainsboro township

[REDACTED]

RESOLUTION

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

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

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

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

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

WHEREAS, the Proposal provides that Matrix will perform the Phase II Environmental Site Assessment for the Properties for a lump sum fee of \$60,300.

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

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

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

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

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

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

I hereby certify funds are available from:

Account No.

John O. Gross, CFO

R E S O L U T I O N

TO AUTHORIZE THE REPAIR OF A 1998 FORD DUMP TRUCK, DPW TRUCK NO. 2, THROUGH THE NEW JERSEY STATE CONTRACT, A89274, WITH A. LEMBO COLLISION, INC. FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Township of West Orange (Township) owns and maintains the vehicle known as DPW Truck No. 2 a 1998 Ford Dump Truck; and

WHEREAS, the Dump Truck is badly damaged and must be repaired to allow its use for the 2021-2022 winter snow season; and

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

WHEREAS, the vendor A. Lembo Collision, Inc., located at 76 Riverside Avenue, Newark, NJ 07104 is under State Contract, A89274 can perform the repairs for the amount of \$51,388.00.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Purchasing Agent of the Township of West Orange, on behalf of the Township shall issue and execute a Purchase Order for \$51,388.00 to A. Lembo Collision, Inc. with funds certified available by John O. Gross, Chief Financial Officer.

Karen J. Carnevale, Municipal Clerk

Cindy Matute-Brown, Council President

Adopted: December 14, 2021

I hereby certify funds available:

Account No. 03-2544-18-0600-010
\$31,017.13
03-2507-17-0700-501
\$20,370.87

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange is investigating the need to designate one intersection as an All-Way Stop Intersection; and

WHEREAS, the intersection of Moore Terrace and Nutwold Avenue; and

WHEREAS, this intersection is currently designated as Stop Intersection; and

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

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

WHEREAS, Greenman – Pedersen, Inc., submitted a proposal dated December 2, 2021 to perform a 12-hour traffic count at the intersection of Moore Terrace and Nutwold Avenue for a fee of not to exceed \$1,780.00; and

WHEREAS, the Municipal Engineer is satisfied with the Proposal as stated in his letter of December 3, 2021; and

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

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a Professional Services Contract be awarded to Greenman – Pedersen Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 to provide Professional Engineering and Traffic Services to perform a traffic count at the intersection of Moore Terrace and Nutwold Avenue in accordance with their proposal dated December 2, 2021 for a fee not to exceed \$1,780.00.

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

Karen Carnevale, Municipal Clerk

Cindy Matute-Brown, Council President

I hereby certify funds are available from:

ACCOUNT NO.
2020 Capital Budget
Road Improvements
03 2610 20 0500 110
\$1,780.00

John Gross, Chief Financial Officer

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

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

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

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

ADDRESS	151 PROSPECT AVE		DATE:	7/29/2021	
BLOCK	152.02				
LOT	132				
QUAL					
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2016	\$ 3,950,000.00	\$ 3,200,000.00	\$ 750,000.00	3.890	\$ 29,175.00
TOTAL					\$ 29,175.00
<u>PAYABLE TO:</u>					
BRACH EICHLER, LLC. - ATTORNEY TRUST ACCOUNT					
101 EISENHOWER PARKWAY					
ROSELAND, NJ 07068-1067					

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

Cindy Matute-Brown, Council

Adopted : December 14, 2021

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

John Gross, Chief Financial Officer

R E S O L U T I O N

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
RECOMMENDATION OF AWARD STATE AID PROJECT**

BE IT RESOLVED, that the Township Council of the Township of West Orange hereby recommends to the New Jersey Department of Transportation that the contract for 2020 Road Improvements Project Arverne Road, Crestmont Road and Westover Terrace in the Township of West Orange, county of Essex be awarded to Cifelli and Son General Construction, Inc., 81 Franklin Avenue, Nutley, NJ 07110 whose bid amounted to **\$873,652.41** subject to the approval of the Department.

BE IT FURTHER RESOLVED, that the Mayor of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

BE IT FURTHER RESOLVED, that the Clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the Township Council of the Township of West Orange on December 14, 2021.

Cindy Matute-Brown, Council President

(Date)

Karen J. Carnevale, Municipal Clerk

(Date)

I certify funds are available for this project

**2020 NJDOT Grant
\$625,000.00
Capital Budget
\$248,652.41**

John O. Gross, Certified Financial Officer

**2020 ROAD IMPROVEMENTS PROJECT
ARVERNE ROAD, CRESTMONT ROAD AND WESTOVER TERRACE
SUMMARY OF BIDS**

Cifelli & Son General Construction 80 Franklin Avenue Nutley, NJ 07110	\$873,652.41
Reggio Construction, Inc. 416 East Central Blvd. Palisades, NJ 07204	\$903,622.13
Your Way Construction, Inc. 404 Coit Street Irvington, NJ 07111	\$939,189.72
Midwest Construction, Inc. 23 Dead River Road Warren, NJ 07059	\$978,211.32
Onorati Construction Co., Inc. 111 Cornelia Street Boonton, NJ 07005	\$1,004,431.14
New Prince Concrete Construction Company, Inc. 215 Elleen Terrace Hackensack, NJ 07601	\$1,023,889.95
D.L.S. Contracting 36 Montesano Road Fairfield, NJ 07004	\$1,053,380.20
American Asphalt & Trucking, LLC 818 Summer Avenue Newark, New Jersey 07104	\$1,055,702.30
A & J Contractors Group Inc. 105 Federal Road Monroe Township, NJ 08831	\$1,092,582.82
Crossroads Paving Company 386 South Street Newark, NJ 07105	\$1,110,367.20
S. Batata Construction 238 Ernston Road, Suite 1R Parlin, NJ 08859	\$1,237,593.20

Reivax Contracting Corp. 68 Finderine Avenue Bridgewater, NJ 08807	\$1,258,749.84
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Granada Construction Corp. 147 Thomas Street Newark, NJ 07114	\$1,264,583.27
--	-----------------------

KM Construction Corp 14 Cordier Street Irvington, NJ 07111	\$1,298,213.05
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RESOLUTION

WHEREAS, Northfield Mass Associates LLC (“Northfield”) owned various properties listed on Schedule “A” attached to the Tax Appeal Settlement Agreement; and

WHEREAS, Northfield filed various tax appeals for 2011; and

WHEREAS, on January 11, 2021, after a multi-day trial, the Honorable Michael J. Gilmore, Judge of the Tax Court, rendered a 58-page oral decision concerning Northfield Mass Associates, LLC v. Township of West Orange, Docket No. 018913-2011 concerning 76 townhouse properties; and

WHEREAS, on March 19, 2021, Judge Gilmore issued an Amended Judgment wherein he reduced the taxes and provided a judgment in favor of Northfield and against the Township of West Orange (“Township”) in the amount of \$532,336 which Amended Judgment is annexed to the Tax Appeal Settlement Agreement as Exhibit “B”; and

WHEREAS, pursuant to the New Jersey Statutes Annotated, Northfield is entitled to interest from the date of the Complaint which Northfield asserts would be approximately \$273,000 for a total judgment in excess of \$820,000 (“Claims”); and

WHEREAS, Edwin R. Matthews, Esq., special tax appeal counsel for the Township, has filed a Notice of Appeal before the New Jersey Appellate Division; and

WHEREAS, the Township and Northfield (individually “Party” and collectively, the “Parties”) has engaged in various settlement discussions; and

WHEREAS, Northfield does not own the Properties or any other Properties in the Township anymore; and

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

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

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

**TAX APPEAL SETTLEMENT AGREEMENT CONCERNING
NORTHFIELD MASS ASSOCIATES LLC**

WHEREAS, Northfield Mass Associates LLC (“Northfield”) owned various properties listed on Schedule “A” attached hereto (“Properties”); and

WHEREAS, Northfield filed various tax appeals for 2011; and

WHEREAS, on January 11, 2021, after a multi-day trial, the Honorable Michael J. Gilmore, Judge of the Tax Court, rendered a 58-page oral decision concerning Northfield Mass Associates, LLC v. Township of West Orange, Docket No. 018913-2011 concerning 76 townhouse properties; and

WHEREAS, on March 19, 2021, Judge Gilmore issued an Amended Judgment wherein he reduced the taxes and provided a judgment in favor of Northfield and against the Township of West Orange (“Township”) in the amount of \$532,336 which Amended Judgment is annexed hereto as Exhibit “B”; and

WHEREAS, pursuant to the New Jersey Statutes Annotated, Northfield is entitled to interest from the date of the Complaint which Northfield asserts would be approximately \$273,000 for a total judgment in excess of \$820,000 (“Claims”); and

WHEREAS, Edwin R. Matthews, Esq., special tax appeal counsel for the Township, has filed a Notice of Appeal before the New Jersey Appellate Division; and

WHEREAS, the Township and Northfield (individually “Party” and collectively, the “Parties”) has engaged in various settlement discussions; and

WHEREAS, Northfield does not own the Properties or any other Properties in the Township any more; and

NOW, BE IT HEREBY AGREEMENT between the parties as follows:

1. Settlement Amount. Northfield agrees to accept in full satisfaction the Amended Judgment and all tax appeals a total of \$450,000 which shall be payable as follows:

- a. \$150,000 payable no later than **February 15, 2022**;
- b. \$150,000 payable no later than **February 15, 2023**; and
- c. \$150,00 payable no later than **February 15, 2024**.

2. Authority. Northfield represents and warrants that it is the sole owner of the Claim and that it has not pledged, transferred or assigned any part of the Claims. As a limited liability company, its managing member has the requisite authority to enter into this agreement and bind Northfield and all of its members. Upon approval by the Township Council, the Township shall be empowered to execute and consummate this Agreement subject to any timeframes for commencement of any action challenging the Township Council's action.

3. Mutual Release. Each Party, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by this release, does for itself, its past, present, and future parents, affiliates, subsidiaries, owners, officers, directors, employees, heirs, executors, agents, representatives, administrators, insurers, attorneys, successors and assigns, hereby remise, release and forever discharge the other Parties, and their respective past, present, and future affiliates, board members, owners, officers, directors, employees, agents, representatives, administrators, subsidiaries, insurers, attorneys, successors and assigns, of and from all actions, causes of action, suits, debts, accounts, bonds, covenants, contracts, controversies, promises, damages, claims for contractual and/or statutory and/or other attorneys' fees and/or interest, judgments, executions, claims, liens, right to lien and demands whatsoever, in law or in equity, which any Party hereafter can, shall, or may have against the other, arising out of or related in any way to any contract (written, express or implied by law), lien, liability, fraud, matter, cause,

fact, thing, act or omission whatsoever, including any and all claims that were made or could have been made in the Tax Appeal or Claims which could have been asserted, from the beginning of the world to the date of this Agreement, except the obligations set forth herein.

4. No Admission. The Parties acknowledge and agree that the purpose of this Agreement is to finally and fully resolve all disputes between the Parties regarding any assessments and any tax refund that Northfield may assert.

5. Dismissal with Prejudice. The Parties shall execute any documents necessary to dismiss any pending litigation and appeals with prejudice and without costs.

6. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of New Jersey, without regard for its conflicts of laws principles.

7. Amendments. No waiver or modification of this Agreement, or any portion hereof, will be binding unless in writing and signed by both Parties.

8. Construction. No Party will be deemed the drafter of this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to subject matter of this Agreement, and supersedes all prior and contemporaneous oral and written agreements and discussions pertaining to the subject matter of this Agreement.

10. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective administrators, agents, employees, representatives, partners, parents, subsidiaries, divisions, affiliates, lessors, officers, related entities, invitees, licensees, directors, shareholders, investors, attorneys, transferors, transferees, predecessors, successors, trustees in bankruptcy, assigns, and elected and appointed officials.

11. Authority. Each Party represents and warrants to the other Party that it has all necessary right, title, and authority to enter into this Agreement, to grant the rights and interests herein granted, and to perform all of its obligations under this Agreement. Each signatory to this Agreement represents and warrants that it has the authority to execute this Agreement and that such signature is binding upon such signatory's Party.

12. Counterparts. This Agreement may be executed in counterparts and when each Party has signed and delivered at least one such counterpart to the other Party, each counterpart will be deemed an original, and all counterparts taken together will constitute one and the same agreement, which will be binding and effective as to all Parties. This Settlement Agreement may be executed via facsimile or pdf signatures, which will have the same force and effect as if they were original signatures, to be followed by executed originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

NORTHFIELD MASS ASSOCIATES LLC

Dated: December __, 2021

By: _____

Name: _____

Title: _____

TOWNSHIP OF WEST ORANGE

Dated: December __, 2021

By: _____

Name: _____

Title: _____

EXHIBIT A

SCHEDULE A

<u>BLOCK</u>	<u>LOT</u>	<u>UNIT</u>	<u>ADDRESS</u>
166.15	11.04	C0036	3 Sichel Court
166.15	11.04	C0037	1 Sichel Court
166.15	11.04	C0001	28 Metzger Drive
166.15	11.04	C0002	26 Metzger Drive
166.15	11.04	C0003	24 Metzger Drive
166.15	11.04	C0004	22 Metzger Drive
166.15	11.04	C0005	20 Metzger Drive
166.15	11.04	C0006	18 Metzger Drive
166.15	11.04	C0007	16 Metzger Drive
166.15	11.04	C0008	14 Metzger Drive
166.15	11.04	C0038	48 Metzger Drive
166.15	11.04	C0039	46 Metzger Drive
166.15	11.04	C0040	44 Metzger Drive
166.15	11.04	C0041	42 Metzger Drive
166.15	11.04	C0042	40 Metzger Drive
166.15	11.04	C0043	38 Metzger Drive
166.15	11.04	C0044	36 Metzger Drive
166.15	11.04	C0045	34 Metzger Drive
166.15	11.04	C0046	32 Metzger Drive
166.15	11.04	C0033	9 Sichel Court
166.15	11.04	C0034	7 Sichel Court
166.15	11.04	C0035	5 Sichel Court
166.15	11.04	C0011	8 Metzger Drive
166.15	11.04	C0012	6 Metzger Drive
166.15	11.04	C0013	4 Metzger Drive
166.15	11.04	C0014	2 Metzger Drive
166.15	11.04	C0025	22 Keimel Court
166.15	11.04	C0027	23 Sichel Court
166.15	11.04	C0028	21 Sichel Court
166.15	11.04	C0029	19 Sichel Court
166.15	11.04	C0030	17 Sichel Court
166.15	11.04	C0031	15 Sichel Court
166.15	11.04	C0032	11 Sichel Court
166.15	11.04	C0047	25 Sichel Court
166.15	11.04	C0048	27 Sichel Court
166.15	11.04	C0049	29 Sichel Court
166.15	11.04	C0009	12 Metzger Drive
166.15	11.04	C0010	10 Metzger Drive

<u>BLOCK</u>	<u>LOT</u>	<u>UNIT</u>	<u>ADDRESS</u>
166.15	11.04	C0102	102 Metzger Drive
166.15	11.04	C0104	104 Metzger Drive
166.15	11.04	C0106	106 Metzger Drive
166.15	11.04	C0108	108 Metzger Drive
166.15	11.04	C0110	110 Metzger Drive
166.15	11.04	C0112	112 Metzger Drive
166.15	11.04	C0114	114 Metzger Drive
166.15	11.04	C0116	116 Metzger Drive
166.15	11.04	C0118	118 Metzger Drive
166.15	11.04	C0120	120 Metzger Drive
166.15	11.04	C0202	202 Metzger Drive
166.15	11.04	C0204	204 Metzger Drive
166.15	11.04	C0206	206 Metzger Drive
166.15	11.04	C0208	208 Metzger Drive
166.15	11.04	C0210	210 Metzger Drive
166.15	11.04	C0212	212 Metzger Drive
166.15	11.04	C0214	214 Metzger Drive
166.15	11.04	C0216	216 Metzger Drive
166.15	11.04	C0218	218 Metzger Drive
166.15	11.04	C0220	220 Metzger Drive
166.15	11.04	C0302	302 Metzger Drive
166.15	11.04	C0304	304 Metzger Drive
166.15	11.04	C0306	306 Metzger Drive
166.15	11.04	C0308	308 Metzger Drive
166.15	11.04	C0310	310 Metzger Drive
166.15	11.04	C0312	312 Metzger Drive
166.15	11.04	C0314	314 Metzger Drive
166.15	11.04	C0316	316 Metzger Drive
166.15	11.04	C0318	318 Metzger Drive
166.15	11.04	C0320	320 Metzger Drive
166.15	11.04	C0402	402 Metzger Drive
166.15	11.04	C0404	404 Metzger Drive
166.15	11.04	C0406	406 Metzger Drive
166.15	11.04	C0408	408 Metzger Drive
166.15	11.04	C0410	410 Metzger Drive
166.15	11.04	C0412	412 Metzger Drive
166.15	11.04	C0414	414 Metzger Drive
166.15	11.04	C0416	416 Metzger Drivehar

EXHIBIT B

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 018913-2011

NORTHFIELD MASS ASSOC LLC

Plaintiff(s),

v

WEST ORANGE TP

Defendant(s).

:

:

:

CIVIL ACTION
AMENDED JUDGMENT

The matter having been tried on the merits and the Court having considered the evidence and argument by or on behalf of the parties, and the court having previously entered judgment, and the parties having subsequently submitted a consent order to amend the CIS to correct the address for Unit 206 to be 206 Metzger Drive, the prior judgment is here amended to reflect same, and the assessment for the property shall be as set forth below:

Block: 166.15
Lot: 11.04
Unit: C0036
Street Address: 3 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00
Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0037
Street Address: 1 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00
Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0001
Street Address: 28 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0002
Street Address: 26 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0003
Street Address: 24 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0004
Street Address: 22 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00

Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0005
Street Address: 20 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0006
Street Address: 18 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0007
Street Address: 16 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0008
Street Address: 14 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00

Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0038
Street Address: 48 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0039
Street Address: 46 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0040
Street Address: 44 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0041
Street Address: 42 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00

Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0042
Street Address: 40 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0043
Street Address: 38 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0044
Street Address: 36 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0045
Street Address: 34 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00

Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0046
Street Address: 32 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$209,800.00
Improvements: \$ 0.00

Total: \$209,800.00

Block: 166.15
Lot: 11.04
Unit: C0033
Street Address: 9 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$211,350.00
Improvements: \$ 10,000.00

Total: \$221,350.00

Block: 166.15
Lot: 11.04
Unit: C0034
Street Address: 7 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$211,350.00
Improvements: \$ 10,000.00

Total: \$221,350.00

Block: 166.15
Lot: 11.04
Unit: C0035
Street Address: 5 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$211,350.00

Improvements: \$ 10,000.00

Total: \$221,350.00

Block: 166.15
Lot: 11.04
Unit: C0011
Street Address: 8 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$213,675.00
Improvements: \$ 25,000.00

Total: \$238,675.00

Block: 166.15
Lot: 11.04
Unit: C0012
Street Address: 6 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$213,675.00
Improvements: \$ 25,000.00

Total: \$238,675.00

Block: 166.15
Lot: 11.04
Unit: C0013
Street Address: 4 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$213,675.00
Improvements: \$ 25,000.00

Total: \$238,675.00

Block: 166.15
Lot: 11.04
Unit: C0014
Street Address: 2 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$213,675.00

Improvements: \$ 25,000.00

Total: \$238,675.00

Block: 166.15
 Lot: 11.04
 Unit: C0025
 Street Address: 22 Keimel Court
 Year: 2011

TAX COURT JUDGMENT

Land: \$303,129.00
 Improvements: \$295,906.00

Total: \$599,035.00

Block: 166.15
 Lot: 11.04
 Unit: C0027
 Street Address: 23 Sichel Court
 Year: 2011

TAX COURT JUDGMENT

Land: \$214,740.00
 Improvements: \$ 31,869.00

Total: \$246,609.00

Block: 166.15
 Lot: 11.04
 Unit: C0028
 Street Address: 21 Sichel Court
 Year: 2011

TAX COURT JUDGMENT

Land: \$214,742.00
 Improvements: \$ 31,882.00

Total: \$246,624.00

Block: 166.15
 Lot: 11.04
 Unit: C0029
 Street Address: 19 Sichel Court
 Year: 2011

TAX COURT JUDGMENT

Land: \$215,038.00

Improvements: \$ 33,792.00

Total: \$248,830.00

Block: 166.15
Lot: 11.04
Unit: C0030
Street Address: 17 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$215,098.00
Improvements: \$ 34,179.00

Total: \$249,277.00

Block: 166.15
Lot: 11.04
Unit: C0031
Street Address: 15 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$211,350.00
Improvements: \$ 10,000.00

Total: \$221,350.00

Block: 166.15
Lot: 11.04
Unit: C0032
Street Address: 11 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$211,350.00
Improvements: \$ 10,000.00

Total: \$221,350.00

Block: 166.15
Lot: 11.04
Unit: C0047
Street Address: 25 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$250,402.00

Improvements: \$267,506.00

Total: \$517,908.00

Block: 166.15
Lot: 11.04
Unit: C0048
Street Address: 27 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$250,402.00
Improvements: \$267,506.00

Total: \$517,908.00

Block: 166.15
Lot: 11.04
Unit: C0049
Street Address: 29 Sichel Court
Year: 2011

TAX COURT JUDGMENT

Land: \$250,402.00
Improvements: \$267,506.00

Total: \$517,908.00

Block: 166.15
Lot: 11.04
Unit: C0009
Street Address: 12 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$213,675.00
Improvements: \$ 25,000.00

Total: \$238,675.00

Block: 166.15
Lot: 11.04
Unit: C0010
Street Address: 10 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$213,675.00

Improvements: \$ 25,000.00

Total: \$238,675.00

Block: 166.15
Lot: 11.04
Unit: C0102
Street Address: 102 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$235,740.00
Improvements: \$208,170.00

Total: \$443,910.00

Block: 166.15
Lot: 11.04
Unit: C0104
Street Address: 104 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$235,372.00
Improvements: \$206,683.00

Total: \$442,055.00

Block: 166.15
Lot: 11.04
Unit: C0106
Street Address: 106 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$236,556.00
Improvements: \$211,476.00

Total: \$448,032.00

Block: 166.15
Lot: 11.04
Unit: C0108
Street Address: 108 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$238,660.00

Improvements: \$219,988.00

Total: \$458,648.00

Block: 166.15
Lot: 11.04
Unit: C0110
Street Address: 110 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$235,719.00
Improvements: \$208,088.00

Total: \$443,807.00

Block: 166.15
Lot: 11.04
Unit: C0112
Street Address: 112 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$235,392.00
Improvements: \$206,765.00

Total: \$442,157.00

Block: 166.15
Lot: 11.04
Unit: C0114
Street Address: 114 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$236,556.00
Improvements: \$211,476.00

Total: \$448,032.00

Block: 166.15
Lot: 11.04
Unit: C0116
Street Address: 116 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$238,660.00

Improvements: \$219,988.00

Total: \$458,648.00

Block: 166.15
Lot: 11.04
Unit: C0118
Street Address: 118 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,373.00

Improvements: \$214,781.00

Total: \$452,154.00

Block: 166.15
Lot: 11.04
Unit: C0120
Street Address: 120 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,373.00

Improvements: \$214,781.00

Total: \$452,154.00

Block: 166.15
Lot: 11.04
Unit: C0202
Street Address: 202 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,741.00

Improvements: \$216,269.00

Total: \$454,010.00

Block: 166.15
Lot: 11.04
Unit: C0204
Street Address: 204 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,741.00

Improvements: \$216,269.00

Total: \$454,010.00

Block: 166.15
Lot: 11.04
Unit: C0206
Street Address: 206 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$236,556.00
Improvements: \$211,476.00

Total: \$448,032.00

Block: 166.15
Lot: 11.04
Unit: C0208
Street Address: 208 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$238,660.00
Improvements: \$219,988.00

Total: \$458,648.00

Block: 166.15
Lot: 11.04
Unit: C0210
Street Address: 210 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$235,719.00
Improvements: \$208,088.00

Total: \$443,807.00

Block: 166.15
Lot: 11.04
Unit: C0212
Street Address: 212 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$235,392.00

Improvements: \$206,765.00

Total: \$442,157.00

Block: 166.15
Lot: 11.04
Unit: C0214
Street Address: 214 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$236,556.00

Improvements: \$211,476.00

Total: \$448,032.00

Block: 166.15
Lot: 11.04
Unit: C0216
Street Address: 216 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$238,660.00

Improvements: \$219,988.00

Total: \$458,648.00

Block: 166.15
Lot: 11.04
Unit: C0218
Street Address: 218 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,373.00

Improvements: \$214,781.00

Total: \$452,154.00

Block: 166.15
Lot: 11.04
Unit: C0220
Street Address: 220 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,373.00

Improvements: \$214,781.00

Total: \$452,154.00

Block: 166.15
Lot: 11.04
Unit: C0302
Street Address: 302 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,741.00

Improvements: \$216,269.00

Total: \$454,010.00

Block: 166.15
Lot: 11.04
Unit: C0304
Street Address: 304 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,741.00

Improvements: \$216,269.00

Total: \$454,010.00

Block: 166.15
Lot: 11.04
Unit: C0306
Street Address: 306 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$236,556.00

Improvements: \$211,476.00

Total: \$448,032.00

Block: 166.15
Lot: 11.04
Unit: C0308
Street Address: 308 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$238,660.00

Improvements: \$219,988.00

Total: \$458,648.00

Block: 166.15
Lot: 11.04
Unit: C0310
Street Address: 310 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$235,719.00

Improvements: \$208,088.00

Total: \$443,807.00

Block: 166.15
Lot: 11.04
Unit: C0312
Street Address: 312 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$235,392.00

Improvements: \$206,765.00

Total: \$442,157.00

Block: 166.15
Lot: 11.04
Unit: C0314
Street Address: 314 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$236,556.00

Improvements: \$211,476.00

Total: \$448,032.00

Block: 166.15
Lot: 11.04
Unit: C0316
Street Address: 316 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$238,660.00

Improvements: \$219,988.00

Total: \$458,648.00

Block: 166.15
Lot: 11.04
Unit: C0318
Street Address: 318 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,373.00
Improvements: \$214,781.00

Total: \$452,154.00

Block: 166.15
Lot: 11.04
Unit: C0320
Street Address: 320 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$237,373.00
Improvements: \$214,781.00

Total: \$452,154.00

Block: 166.15
Lot: 11.04
Unit: C0402
Street Address: 402 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$255,568.00
Improvements: \$288,414.00

Total: \$543,982.00

Block: 166.15
Lot: 11.04
Unit: C0404
Street Address: 404 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$253,261.00

Improvements: \$279,075.00

Total: \$532,336.00

Block: 166.15
Lot: 11.04
Unit: C0406
Street Address: 406 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$255,078.00
Improvements: \$286,430.00

Total: \$541,508.00

Block: 166.15
Lot: 11.04
Unit: C0408
Street Address: 408 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$251,259.00
Improvements: \$270,977.00

Total: \$522,236.00

Block: 166.15
Lot: 11.04
Unit: C0410
Street Address: 410 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$236,189.00
Improvements: \$209,988.00

Total: \$446,177.00

Block: 166.15
Lot: 11.04
Unit: C0412
Street Address: 412 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$250,014.00

Improvements: \$265,936.00

Total: \$515,950.00

Block: 166.15
Lot: 11.04
Unit: C0414
Street Address: 414 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$243,561.00

Improvements: \$239,821.00

Total: \$483,382.00

Block: 166.15
Lot: 11.04
Unit: C0416
Street Address: 416 Metzger Drive
Year: 2011

TAX COURT JUDGMENT

Land: \$253,261.00

Improvements: \$279,075.00

Total: \$532,336.00

/s/ Michael J. Gilmore, J.T.C.

Entered: 3/19/2021

Attorney for Plaintiff: Michael I Schneck Esq
Attorney for Defendant: Edwin R Matthews Esq

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

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

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

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

Block	Lot	Name & Address	Amount
105	6	C0176 Daniel Holowaty & Lydia Kowinko 176 Dezenzo Road West Orange, NJ 07052	\$3,000.86
107	1.01	C0071 Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$4,753.47
TOTAL:			\$7,754.33

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

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

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

John Gross, Chief Financial Officer

RESOLUTION

Confirming the Action of the Administration's Authorization of an award of a fair and open contact to Frank H. Lear for Professional services for 275 to 307 Northfield Avenue & Benvenue Avenue

WHEREAS, Frank H. Lehr Associates 101 South Harrison Street, East Orange, NJ 07018 responded to the Township's Request for Qualifications for 2021 for Professional Engineering Services; and

WHEREAS, the Township has the need for an Engineering Services for Rock Slope general evaluation 275 to 307 Northfield Avenue & 1 Benvenue Avenue; and

WHEREAS, Frank H Lehr Associates can provide a visual inspection in conjunction with Pennoni Associates for a fixed fee of \$16,000.00 plus any out-of-pocket expenses attached **exhibit A**; and

WHEREAS, the Municipal Engineer recommends obtaining their services for a fixed fee of \$16,000.00 plus any out-of-pocket expenses; and

WHEREAS, Administration authorized the Purchasing Agent to prepare a Purchase order prior to award for this emergency situation; and

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a Professional Services Contract be confirmed to Frank H. Lehr Associates 101 South Harrison Street, East Orange, NJ 07018 in the amount of \$16,000.00 plus any out-of-pocket expenses for Engineering Services for Rock Slope general evaluation 275 to 307 Northfield Avenue & 1 Benvenue Avenue

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

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

Cindy Matute-Brown, Council President

Adopted: December 14, 2021

John O. Gross, Chief Financial Officer

IDA 01-2010-02-1010-010

Exhibit A



FRANK H. LEHR ASSOCIATES

A NJ Corporation – Certificate of Authorization No 24GA27950400
CONSULTING CIVIL ENGINEERS

November 5, 2021
Revised December 2, 2021

Township of West Orange
25 Lakeside Drive
West Orange, NJ 07052

Attn: Leonard Lepore, PE

RE: Proposal for Engineering Services
Rock Slope General Evaluation
275 to 307 Northfield Avenue &
1 Benvenue Avenue
West Orange, New Jersey

Dear Mr. Lepore:

In accordance with your request, we are pleased to submit this proposal for Engineering services for the referenced project.

We understand that a geologic evaluation of the rock slope located north of Northfield Avenue between Benvenue Avenue and the Apartment Complex located at 275 Northfield Avenue is desired. The rock slope is to be evaluated for general geologic conditions potentially impacting the long-term stability of the rock face.

Based on initial data review, this slope is approximately 725 feet long and ranges in height from 5 to approximately 80 feet. The slope is heavily vegetated and access is limited. Direct measurements will be limited to areas that can be safely reached from the toe of the existing rock face.

We propose to conduct a visual inspection in conjunction with Pennoni Associates. A team of Engineers and Geologists will perform a subjective evaluation and gather photo documentation of potential rockfall hazards along the existing rock face. We will visually examine the geologic conditions of the current rock face for conditions associated with potential planar, wedge, block, toppling, and raveling failures. We will note areas of water seepage. Will also observe the top of the slope for signs of subsidence and other movement.

We will collect rock discontinuity plane data along the toe of the slope using a Brunton Compass, or equivalent. Measurements of dip and dip direction (arrangement and orientation of discontinuity planes) will be collected at discrete locations as determined by us. Due to the steepness of the existing rock face, direct measurements will be limited to areas that can be accessed safely (as determined by team in the field) from the toe of the slope.



We will perform a stereographic and kinematic (movement type and direction) analysis of the discontinuity data collected to evaluate the geologic conditions described earlier. The stereographic projection technique (stereonet) permits three-dimensional data to be analyzed in 2 dimensions. Kinematic analysis methods will be used to assess potential slope failure modes and direction, where identified.

Based on our limited assessment described above, we will prepare a report that summarizes our observations and findings including:

- general geologic conditions
- visually identifiable unfavorable geologic conditions along the existing rock face
- feasible methods and options to stabilize/mitigate unfavorable slope conditions, if observed

At 275 Northfield Avenue, we will conduct visual inspections as above. We note that analysis of the failed slope region will require additional investigation including preparation of a High Definition 3D Laser Scan, Stereographic and Kinematic Analysis. Extended investigation is not included at this time.

Fees:

All of the above will be accomplished for a fixed fee of Sixteen Thousand Dollars (\$16,000.00) plus any out-of-pocket expenses.

All out of pocket expenses (e.g. overnight shipping charges, reproductions, ordinances, photographs, etc.) will be billed at cost plus 10 percent. All filing fees, application fees, permit fees, etc. are excluded from our fee and must be paid directly by others.

Invoices will be issued on a net receipt basis and payment of invoices must be made no later than 30 days after receipt of our invoice. We reserve the right to suspend or terminate work in an invoice is not paid after 60 days.

We will invoice you periodically during the course of the work based on percent complete.

In order for us to perform our work, it will be necessary for the Township to arrange access to the properties in question.

We note that this proposal is for investigation only, and does not include design of remedial measures. We also note that our observations will be heavily limited by access, vegetation and ground cover.

This proposal is valid for 60 days from the issue date and assumes a total project duration less than 1 year.



Please note that the enclosed Scope and Costs are based on circumstances existing on the date of this proposal. If circumstances change the scope of services presented, we require an opportunity to revise affected portions of our proposal so that your process receives the greatest benefit.

Engineering and surveying services shall be performed within the limits of this proposal and subsequent amendments thereto, and in a manner consistent with the level of care and skill ordinarily exercised by comparable professional firms under similar circumstances at the time the services are performed. In the event of a dispute, this contract shall be governed by the laws of the State of New Jersey and any legal action shall be venued within the State of New Jersey.

Cost estimates if issued, will be prepared based on market costs at the time of the estimate and are subject to escalation due to market forces, inflation and geo-political events.

We appreciate the opportunity of submitting this proposal to you for your consideration and look forward to working with you again on this project.

Very truly yours,

Frank H. Lehr Associates
A New Jersey Corporation

Louis G. Adelsohn

Louis G. Adelsohn, PE
President

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes Degnan Park Improvements Tennis Court Surface and Lighting Improvements, Rolling Green Tennis Court Surface Improvements, Walkway Reconstruction around Vincent's Pond and Parking Lot Expansion adjacent to Katz Community Center; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated November 9 and 10, 2021 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from four professional engineering and land surveying firms; and

WHEREAS, CME Associates, responded to the Request for Proposal; and

WHEREAS, CME Associates have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated December 7, 2021 the Township Engineer recommended a professional services contract be awarded to CME Associates, 1460 Route 9 South, Howell, NJ 07731 for a complete bid package including design plans, specifications and bid documents; and

WHEREAS, CME Associates responded to the Township's Request for Qualifications for Professional Services for 2021; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of CME Associates; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to CME Associates to provide professional engineering services for Degnan Park Improvements Tennis Court Surface and Lighting Improvements, Rolling Green Tennis Courts Surface Improvements, Walkway

Reconstruction around Vincent's Pond and Parking Lot Expansion Adjacent to Katz Community Center in the amount of \$46,500.00.

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

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

Cindy Matute - Brown, Council President

Adopted: December 14, 2021

I hereby certify funds are available from:

ACCOUNT NO.
2020 Capital Improvements
03 2610 20 0400 110
\$46,500.00

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 10, 2021

John Hess
CME Associates
1460 Route 9 South
Howell, NJ 07731

RE: DEGNAN PARK IMPROVEMENTS
TENNIS COURT SURFACE AND LIGHTING
IMPROVEMENTS
ROLLING GREEN TENNIS COURT/PICKLE BALL COURT
SURFACE AND LIGHTING IMPROVEMENTS
REQUEST FOR PROPOSALS

Dear Mr. Hess,

The Township of West Orange requests two separate proposals from Professional Engineering and Professional Land Surveying firms to provide professional services for the reconstruction of the Degnan Park Tennis Courts (five courts) on Alisa Drive and the Rolling Green Tennis Courts/Pickle Ball Courts (two courts) on Highland Place and Mt. Pleasant Avenue. The Degnan Tennis Court improvements will consist of new hot mix asphalt pavement courses, new color courses, new line striping, new perimeter curb, new nets and net posts, new perimeter fencing and new LED lights with poles, conduit and controls. Currently only four courts are lit but your proposal shall be for lighting all five. For Rolling Green the plan is to convert the tennis courts into pickle ball courts. There are currently two tennis courts but additional pickle ball courts are anticipated especially if the paved hard court service area is enlarged. The Rolling Green pickle ball court improvements will consist of new hot mix asphalt pavement courses, new color courses, new line striping, new perimeter curb, new nets and net posts, new perimeter fencing and new LED lights with poles, conduit and controls. A Google Earth View of each site is enclosed.

Each of the two proposals shall be for a complete bid package for each site including design plans, specifications and bid documents. Each proposal shall be a lump sum not to exceed price, and it shall include in addition to the above, the costs of field work, a preliminary plan and three site meetings with the Recreation and Public Works Departments.

The meetings will be a kickoff, preliminary plan review and final design review. The proposal shall also include up to 20 sets of bid documents for each project, attendance at the bid openings, bid reviews and contract award recommendations. Proposals are due by 4:30pm on Tuesday, November 30, 2021. A professional services contract award is anticipated for the December 14, 2021 Council Meeting.

Please contact me if you have any questions.

Very truly yours,

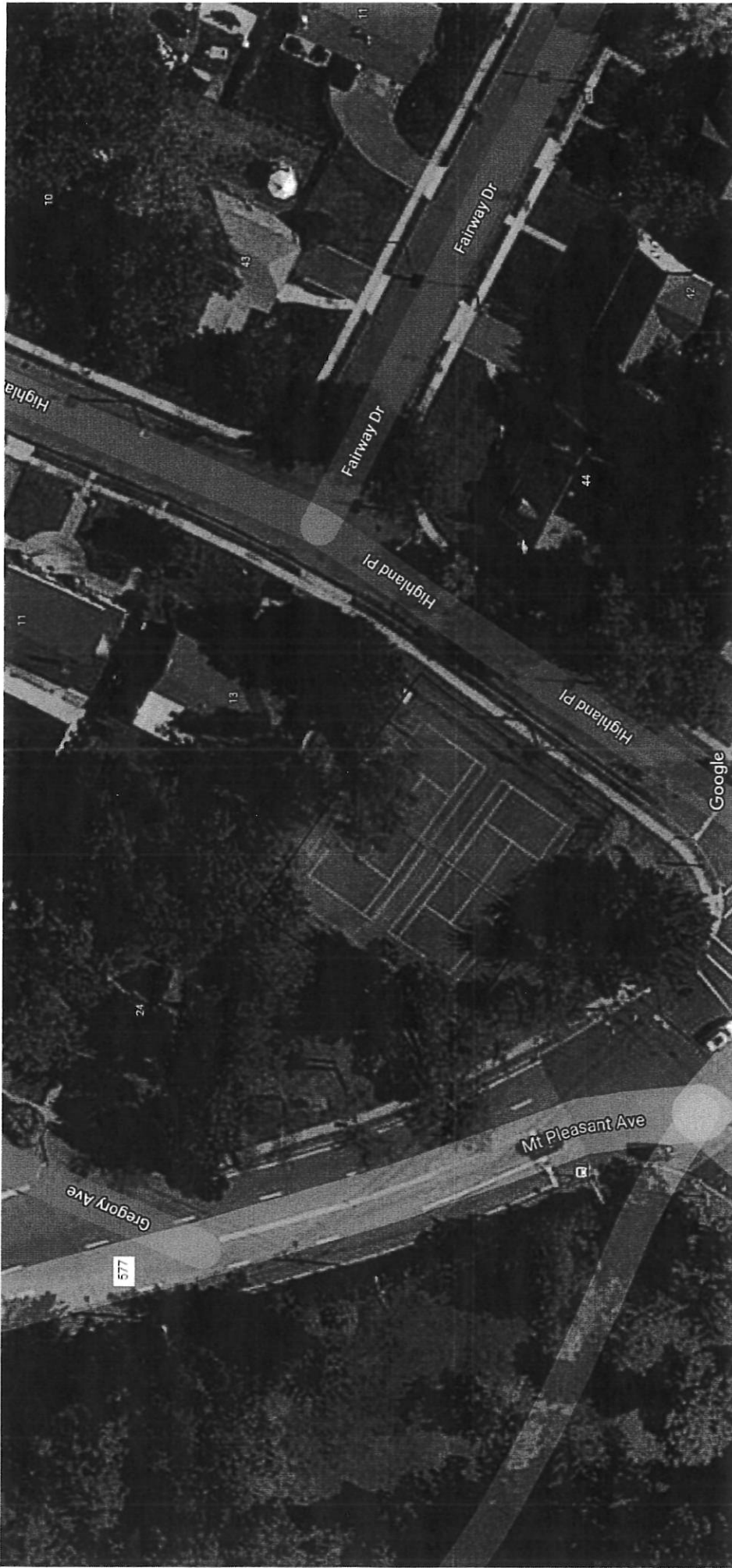


Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb



DEGNAN PARK TENNIS COURTS



ROLLING GREEN COURTS



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 22, 2021

John Hess
CME Associates
1460 Route 9 South
Howell, NJ 07731

RE: **DEGNAN PARK IMPROVEMENTS**
TENNIS COURT SURFACE AND LIGHTING
IMPROVEMENTS
ROLLING GREEN TENNIS COURT/PICKLE BALL COURT
SURFACE AND LIGHTING IMPROVEMENTS
REQUEST FOR PROPOSALS

Dear Mr. Hess,

By letter dated, November 10, 2021 I requested two separate proposals for Degnan Park Tennis Court Surface and Lighting Improvements and Rolling Green Tennis Court/Pickle Ball Court Surface and Lighting Improvements. This letter revises the RFP for the Rolling Green Courts. The Degnan Courts RFP remains the same.

For Rolling Green the plan is to reconstruct the two existing tennis courts. There will not be any separate pickle ball courts. Also, new LED sports lighting will not be included. The improvements will consist of new hot mix asphalt pavement courses, new color courses, new line striping with the ability to add pickle ball court line striping, new perimeter curb, new nets and net posts and new perimeter fencing.

As before, each of the two proposals shall be for a complete bid package for each site including design plans, specifications and bid documents. Each proposal shall be a lump sum not to exceed price, and it shall include in addition to the above, the costs of field work, a preliminary plan and three site meetings with the Recreation and Public Works Departments. The meetings will be a kickoff, preliminary plan review and final design review. The proposal shall also include up to 20 sets of bid documents for each project, attendance at the bid openings, bid reviews and contract award recommendations. Proposals are due by

4:30pm on Tuesday, November 30, 2021. A professional services contract award is anticipated for the December 14, 2021 Council Meeting.

Please contact me if you have any questions.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 9, 2021

John Hess
CME Associates
1460 Route 9 South
Howell, NJ 07731

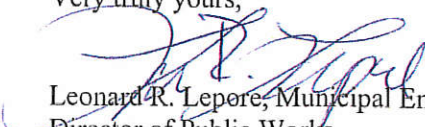
RE: DEGNAN PARK IMPROVEMENTS
WALKWAY RECONSTRUCTION AROUND
VINCENT'S POND
PARKING LOT EXPANSION ADJACENT
TO KATZ COMMUNITY CENTER

Dear Mr. Hess,

The Township of West Orange requests proposals from Professional Engineering and Professional Land Surveying firms to provide professional services for the reconstruction of the asphalt pathway around Vincent's Pond at Degnan Park and the expansion of the parking area at the Toby Katz Community Center also at Degnan Park. A Boundary and Topographic Survey of the parcel known as Block 154.19, Lot 6 is attached. The pathway and location of the expanded parking area are depicted on the survey. Be advised that this survey does not depict the smaller artificial turf baseball field installed earlier this year.

The proposal shall be for a complete bid package including design plans, specifications and bid documents. The proposal shall be a lump sum not to exceed price, and it shall include in addition to the above the costs of field work, a preliminary plan and three site meetings with the Recreation and Public Works Departments. The meetings will be a kickoff, preliminary plan review and final design review. The proposal shall also include up to 20 sets of bid documents, attendance at the bid opening, bid review and a contract award recommendation. Proposals are due by 4:30pm on Tuesday, November 30, 2021. A professional services contract award is anticipated for the December 14, 2021 Council Meeting.

Very truly yours,


Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb



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

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

December 6, 2021

Via Electronic (Engineering@westorange.org) & 1st Class Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Leonard R. Lepore, Municipal Engineer
Director of Public Works

**Re: *Estimate of Fees for Professional Engineering Services
Degnan Park Improvements:
Tennis Court Surface, Lighting Improvements,
Walkway Reconstruction around Vincent Pond, and
Parking Lot Expansion Adjacent to Katz Community Center; and,
Rolling Green Tennis Court Improvements
Township of West Orange, Essex County, NJ
Proposal No. 2021-298C***

Dear Mr. Lepore:

CME Associates is pleased to present our fee estimate for the design, permitting and bid phase services for the three (3) above-referenced projects. It is our understanding that these three projects will be designed concurrently and bid as three separate projects. The description of each of the projects is as follows.

- A. Reconstruct the five (5) tennis courts on Alisa Drive at Degnan Park including new hot mix asphalt pavement courses, new color courses, new line striping, new perimeter curb, new nets and posts, and new perimeter fencing. Also included is the installation of new LED lights for the five courts, including new poles, conduit and controls.
- B. Reconstruct the asphalt path around Vincent's Pond at Degnan Park and expand the parking area at the Toby Katz Community Center.
- C. Reconstruct the two (2) Rolling Green tennis courts on Highland Place and Mt. Pleasant Avenue including new hot mix asphalt pavement courses, new color courses, new line striping, new perimeter curb, new nets and posts, and new perimeter fencing.

With this being said, our office anticipates the following scope of work:



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Estimate of Fees for Professional Engineering Services
Degnan Park Courts Improvements

December 6, 2021
Proposal No. 2021-298C
Page 2

A) Meetings

It is anticipated that our office will attend at least three (3) site meetings with the Recreation and Public Works Departments. The meetings will be a kickoff meeting, preliminary plan review and final design review.

B) Design Phase Services

The work in this phase will involve the preparation of the necessary plans and bid documents for the public bid process for each of the three projects. It is our understanding that the boundary and topographic survey will be provided to our office in AutoCAD for preparation of the construction plans for the Degnan Park walkway and parking lot expansion and that same will need to be updated to show the smaller synthetic turf field installed earlier this year. Our work will include the preparation of a location and topographic survey for the five (5) tennis courts at Degnan Park and two (2) tennis courts at Rolling Green and approximately 20' around the perimeter of the courts.

Work in this phase will involve but not be limited to the following:

1. Preparation of Construction Plans for each project to include the following sheets as may be necessary:
 - i. Existing Conditions Plans
 - ii. Demolition Plans
 - iii. Construction Plans
 - iv. Lighting Plan and Details
 - v. Restoration Plans
 - vi. Soil Erosion and Sediment Control Plans
 - vii. Striping Plan
 - viii. Construction Details
 - ix. Maintenance and protection of traffic plans
2. Preparation of Specifications utilizing front end specifications as approved by the Township for each project
3. Preparation of an Engineer's Cost Estimate for each project.



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Estimate of Fees for Professional Engineering Services
Degnan Park Courts Improvements

December 6, 2021
Proposal No. 2021-298C
Page 3

C) Permitting

Once the final designs are approved and if it is determined that the project will disturb more than 5,000 square feet of soil, a permit application will be submitted to the Hudson-Essex-Passaic Soil Conservation District for plan certification.

D) Bid Phase Services

This phase will include the following services to publicly bid each of the three projects in accordance with the Local Public Contracts Law:

1. Provide the Township with 20 copies of bid documents for prospective bidders as needed.
2. Provide Addenda for Clarification of Project Specifications.
3. Attend Bid Opening.
4. Analyze Responsible Bids and Recommend Contract Award.
5. Coordinate with the Township, as needed.

We will provide the necessary engineering services as described above based upon the following lump sum prices:

Summary of Fee Estimates

A) Meetings.....	\$3,000.00
B) Design Phase Services	\$34,000.00
C) Permitting Phase Services	\$ 3,500.00
D) Bid Phase Services	\$ 6,000.00
Total Fee Estimate (Lump Sum)	\$ 46,500.00

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Estimate of Fees for Professional Engineering Services
Degnan Park Courts Improvements

December 6, 2021
Proposal No. 2021-298C
Page 4

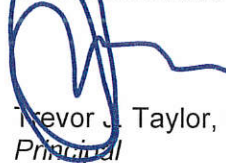
Exceptions:

- Any work not specified as listed in the above phases shall be considered additional services and will be invoiced at the time said work is authorized by the Township.
- Application fees are considered extra and will be requested at time of submission.

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates



Trevor J. Taylor, PE, PP, CME
Principal

TT:pv

Cc: Gregory R. Valesi, PE, PP, CME
John Hess, PE, PP, CME

November 30, 2021

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

RE: Response to Request for Proposals for Professional Engineering and Surveying Services for
Rolling Green Tennis Court / Pickle Ball Court
Township of West Orange, Essex County, New Jersey

Dear Mr. Lepore:

Greenman-Pedersen, Inc. (GPI) is pleased to submit this proposal for Professional Surveying and Engineering Services for the referenced projects. Pursuant to our site visit on November 18, 2021, we have a clear understanding of the scope of work required to satisfactorily complete the project.

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

We offer the following project description and scope of services:

PROJECT DESCRIPTION

The Township is proposing improvements to the two (2) tennis courts within Rolling Green on the corner of Mt. Pleasant Avenue and Highland Place. The proposed improvements consist of reconstruction of two (2) tennis courts with additional overlay striping for pickleball. The existing courts are approximately 100' x 100' which is undersized for a two (2) battery court layout according to USTA dimensions. Typical dimensions for a two (2) battery court range from 108' x 120' to 120' x 120' (see attached USTA layouts). Based upon the current lot configuration, it appears that there is insufficient room to expand the court surface to a USTA recommended size. If the Township would like to explore the expansion of the courts, we recommend a boundary survey be prepared. A boundary survey is not included in this proposal and can be addressed with a Proposal Addendum. Other project improvements may consist of ADA accessible walks, new fencing, and court amenities (net posts, tie downs, nets, color surface treatment).

Based on our conversation, we understand the Township proposes to reconstruct the existing courts at their current location by demolishing the existing courts and all associated fencing, lighting, etc. and reconstructing the courts with hot mix asphalt, perimeter concrete curb, ten (10') foot height perimeter fencing (with gates), net posts, net tie downs, tennis nets, and a color coat surface treatment that meets USTA dimensions. The proposed courts will need to be graded to provide adequate drainage to insure minimal drying time after a rain for play. The design will include assessing ADA access to the courts at a location per Township direction.

As discussed in the field, GPI will provide the Township with an order of magnitude estimate that compares the cost of the requested hot mix asphalt court to a post tensioned concrete court. The estimate will provide the Township with information to formulate a decision as to which surface will be utilized for the bid documents. The cost of the estimate is included in the design fee below. Also note, there will be no difference in price for the design of the court surface, either hot mix asphalt or Post tensioned concrete. All other design requirements will remain the same.

SCOPE OF SERVICES

TASK 1 – FIELD SURVEY AND PREPARATION OF BASE MAP

GPI will perform a field survey of the project area, which consists of approximately 0.4-acres within Rolling Green Park. Field survey will be conducted through a combination of conventional surveying, GPS and high definition laser scanning to provide an accurate existing conditions base map. The field work will consist of the tennis courts, as well as topography surrounding the facility for grading and site design. This plan will be the foundation of the design base map.

All survey data will be based on NAD-83 and NAVD-88. Contours will be shown at 1' intervals. Planimetric mapping will include all physical features within the project area. Base mapping will be shown at 1"=20' scale. Elevations on hard surfaces will be shown to the nearest 0.01 ground elevations to the nearest 0.10. Any existing drainage features will be obtained along with invert elevations and pipe sizes. Property lines will be shown from available Borough Tax Map information.

TASK 2– ENGINEERING DESIGN & CONSTRUCTION BID DOCUMENTS

Work will commence with a Kick-off meeting with Township representatives and a site inspection to discuss the project scope. As stated above, GPI will prepare an Order of Magnitude estimate comparing hot mix asphalt to post tension concrete for discussion prior to the final material selection for the courts. GPI will develop preliminary engineering plans for all site improvements to reflect the scope of improvements discussed at the Kick-off meeting.

The proposed site improvements will be less than (1) acre of disturbance and less than one-quarter (0.25) acre of new impervious surfaces; therefore, the project is not considered a "Major Development" and is exempt from the State Stormwater Management rules. *GPI will address grading and overland drainage but will not provide stormwater analysis or a drainage report as part of this project.*

Under this Task, we will attend up to three (3) progress meetings with the Township Recreation and Public Works Department to discuss the proposed design. These meetings will include kickoff, preliminary plan review, and final design review. We will prepare up to two (2) preliminary plans and order of magnitude cost estimates for the proposed improvements and provide to the Township for review and approval. Any comments will be incorporated into the final design plans. Should out of scope design services be requested, we will address in an Addendum Proposal.

Upon approval, GPI will advance the preliminary design into Construction Bid Documents. The final design will be based on the comment and concurrence of the preliminary design plans provided to the Township. Construction Bid Documents will consist of the preparation of Final Engineering Construction Drawings, Specifications, and Engineer's Cost Estimate. The final design phase will include the following:

- a. Completion of final construction plans, including the following drawings:
 - Title Sheet, General Notes and Estimate of Quantities
 - Construction Plan
 - Horizontal and Vertical Control Ties (Base Line Tie Sheets)
 - Soil Erosion and Sediment Control Plans
 - Construction Details
- b. Preparation of final estimate of quantities and cost estimate. This will include the cost estimate for site lighting and electrical improvements.
- c. A Soil Erosion and Sediment Control Plan will be prepared in accordance with Soil Conservation District standards. We will prepare the application and necessary support documentation for submittal to the Hudson-Essex & Passaic County Soil Conservation District.
- d. Construction specifications will be prepared in accordance with the NJDOT Standard Specifications.

- e. The final plans, specifications, and engineer's cost estimate will be submitted to the Engineer for review.
- f. We will provide the Borough with the required number of sets of Plans and Specifications to bid the project.

TASK 3 – BID SUPPORT SERVICES

GPI will provide construction support services, if requested by the Borough. These services include, but are not limited to the following:

- Respond to contractor RFI's during the bidding process,
- Attend Bid Opening
- Review of bids and recommendation letter to the Township's Engineering Department,

ASSUMPTIONS

- SCD permit application fee will be paid by the Township.
- No easements will be needed.
- NJDEP permitting is not required.
- The project is exempt from Stormwater Management requirements. The project does not meet the standard for "Major Development" and therefore does not require the design of a stormwater management system.
- A Geotechnical investigation is not required.
- Sports lighting and electrical design is not required and is not included
- Township will supply backhoe for test pits, should they be required.
- Construction Stake Out is not included in this Proposal.
- Design of retaining walls over 3.5' is not included in this Proposal

FEE PROPOSAL

Our fee for each task of services is as follows:

Task	Fee
1. Field Survey and Preparation of Base Map	\$2,100.00
2. Engineering Design & Construction Bid Documents	\$9,500.00
3. Bid Support Services	\$1,600.00
Total	\$13,200.00

MULTIPLE AWARD DISCOUNTED PRICING

Should the Township find our proposals favorable for the Degnan Park Improvements including (1) Degnan Park Tennis Court Surface and Lighting Improvements, (2) Rolling Green Tennis Court/Pickle Ball Court Surface and Lighting Improvements, and/or (3) Walkway Reconstruction Around Vincent's Pond Parking Lot Expansion Adjacent to Katz Community Center, and award multiple projects to GPI, we would offer a five percent (5%) discount on each of the awarded projects.

TOTAL THIS PROPOSAL:	\$13,200.00
LESS 5% DISCOUNT:	\$ -660.00
	\$12,540.00

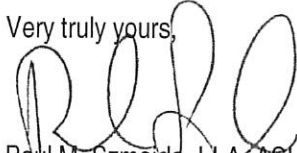
Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange

November 30, 2021

If you have any questions, or we may be of any additional service, please do not hesitate to contact our office.

Please review this proposal and should you determine it to be acceptable, sign, date and return one copy to us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'P. Szmajda', written over the words 'Very truly yours,'.

Paul M. Szmajda, LLA, ASLA
Senior Project Manager

PMS/rem

m:\proposals\pms\west orange\degnan park tennis & pickleball 11-30-2021\rolling green tennis & pickle ball impr. 11-30-2021.docx

cc: Andrew Cangiano, PE, CME

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes GPI to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above.

Accepted this _____ day of _____ 20____

By

(Authorized Signature)

(Corporate Title)

(Type or Print Name)

(E-Mail Address)

(Phone Number)

(Fax Number)

HOURLY BILLING RATES

Effective January 1, 2021 – December 31, 2021

WEST ORANGE TOWNSHIP

PROFESSIONAL ENGINEER	\$ 160.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 145.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 80.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 75.00
TECHNICAL TYPIST	\$ 50.00

Rates Subject to Change Annually



SUBURBAN CONSULTING ENGINEERS, INC.

November 30, 2021

Via Electronic Mail (lepore@westorange.org) and Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore, PE
Municipal Engineer-Director of Public Works

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Engineering & Land Surveying Services
Rolling Green Tennis Court Improvements
Highland Place and Mt. Pleasant Avenue
Our File No.: Proposal SCE-P12714.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for professional surveying and engineering services to the Township of West Orange (Township) for preparation of a complete bid package including design plans, specifications, and bid documents for the Rolling Green Tennis Court Improvements project located in the Township of West Orange, County of Essex, State of New Jersey.

More specifically, the proposed improvements include the reconstruction of the two (2) existing courts consisting of removal of existing asphalt pavement; new hot mix asphalt pavement courses; new color coating; new line striping with the ability to add pickle ball court line striping; new perimeter curb; new nets and posts; and new perimeter fencing. SCE understands that there will **not** be any separate pickle ball courts and no new LED sports lighting will be included as per the revised Request for Proposal (RFP) received on 11/22/2021.

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the land surveying and engineering field. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and a State of New Jersey Professional Land Surveyor (PLS).

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the land surveying

96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836
P: (973) 398-1776 | www.suburbanconsulting.com



and engineering field. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and a State of New Jersey Professional Land Surveyor (PLS).

SCE has designed tennis court facilities for many public agencies and educational institutions. Previous tennis court projects designed by members of the SCE Project Team include the NCAA Tennis Court Facility at the College of New Jersey (TCNJ), and courts for Georgian Court University; Mount St. Mary Academy; Hackensack High School; Jackson High School; Whippany Park High School; Hanover Park High School; and Warren Hills High School. SCE has also designed tennis court facilities for Grover Cleveland Park in the County of Essex; Roseland Municipal Tennis Courts; Orchard Park in the Township of Wall; the City of Long Branch; City of Watchung; and Beaver Brook Masters Association Tennis Courts in the Township of Clinton.

SCE is also a member of the **American Sports Builders Association (ASBA)** and the project team consists of engineers, landscape architects, planners, construction observation specialists and support team professionals that are familiar with the current technology and proven methods of tennis court and athletic facility construction. Our knowledge of the project area, the various methods and materials available for the design of tennis court reconstruction are second to none and will ensure that the Township receives **an exceptional level of Client service and project satisfaction.**

Our scope of services for this project is further outlined below.

Scope of Services

It is our proposal to complete the project in the following phases:

1. Partial Topographic Survey

It is understood that the Township will provide SCE with any information and mapping they have for the project area.

SCE's in-house survey personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of one inch equals thirty feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out as well as the visible surface structures and review of



previously available mapping provided to SCE. Presence of known utility information will be identified and noted at both surface and subsurface level.

The field survey work will depict current site conditions, surface features, and topography. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and drainage improvements. The completed survey will include, but not be limited to the following:

- Street Right-of-Way (R.O.W.) lines & property lines (approximate based on field evidence and record maps including current Tax Maps).
- Topography with 1-foot contour intervals and various spot elevations (as necessary).
- Sanitary and storm sewer features (rim/grate and invert elevations).
- Sidewalks, driveways, walls, and curb (or edge of pavement). Material type will be noted for all features.
- All visible and underground utilities as marked by appropriate authorities, including but not limited to, water, gas, oil, electric, & telecommunications.
- Trees, signposts, benches, fences, etc.

Partial Topographic Survey of the site in question will be created and it is understood this base map will be the basis of the design. Property lines and/or easements will be shown per the latest Tax Maps from the local authorities and from information made available by the Township. The survey will also indicate the presence of wooded areas and individual trees with a diameter breast height (DBH) of 6-inches or greater.

It should be noted that a Boundary Survey of the overall site or establishment of the adjacent boundary lines is not included in this scope of work. Should a Boundary Survey be required, a separate proposal for such services will be provided.

2. Preliminary Design

Prior to the start of design, SCE will attend a project kick-off meeting with representatives of the Recreation and Public Works Departments to review the proposed scope of improvements, all available information related to the site, project budget, and schedule.

Upon completion of the survey and base map, SCE will visit the site to confirm the information included on the base map and review any site constraints for the design.



Based on all of the information provided and obtained, SCE will develop a preliminary design for the desired tennis court improvements. It is anticipated that the preliminary design submission to the Township will include the following plans:

- Existing Conditions and Removals Plan.
- Preliminary Site Construction Plan.
- Preliminary Site Grading and Drainage Plan.

SCE will meet with the Recreation and Public Works Departments to review the preliminary design package and discuss any comments. Any comments received from the Township will be addressed, and a revised preliminary design package will be submitted for review prior to proceeding to final design.

3. Final Design

Upon approval of the preliminary design, SCE will prepare the final construction documents for the project. It is anticipated that the final plans will include the following sheets:

- Title Sheet with Key Map.
- Legend, General Notes and Table of Quantities Sheet.
- Existing Conditions and Removals Plan Sheet.
- Site Construction Plan Sheet.
- Site Grading and Drainage Plan Sheet.
- Construction Details Sheets.
- Soil Erosion and Sediment Control Notes and Details Sheets.

Technical specifications will be based on the latest edition of the New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction and will be prepared as amendments and supplements to this specification. Administrative (front end) specifications will be prepared and submitted to the Township for review and approval by the Township Attorney.

SCE will prepare an itemized estimate of probable construction cost for the proposed improvements for review by the Township prior to advertisement for bids.

SCE will meet with the Township to review the final plans, specifications, and cost estimate, and will address any comments received from the Township. A final set of plans, specifications, and estimate will be issued prior to bid advertisement.

4. Soil Erosion & Sediment Control Certification

Since the project will disturb more than 5,000 square feet of soil, a certification will be required from the Hudson Essex Passaic Soil Conservation District. SCE will prepare the



application and submit on behalf of the Township. SCE anticipates that an application for the NJDEP 5G3 Nationwide Stormwater Permit will **not** be required since disturbance will be less than one (1) acre.

It is understood that permit application fees are the responsibility of the Township and have not been included in our fee. SCE will coordinate with the Township and request fee checks prior to submission of any permit applications.

5. Bid Services

SCE will provide the Township with twenty (20) copies of the complete bid package including cost estimates, plans and specifications for bidding purposes.

SCE will assist the Township with bidding the project. As part of these services, SCE will attend the bid opening, answer any questions that arise from prospective bidders, and issue an addendum if necessary. SCE will review the bids received by the Township and provide a bid summary and recommendation of award.

Fee Schedule

SCE proposes to provide the following fee for all the work required to provide a complete design package as generally described in the Township's RFP. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1.	Partial Topographic Survey	\$ 3,250
2.	Preliminary Design	\$ 6,400
3.	Final Design	\$ 9,200
4.	Soil Erosion & Sediment Control Certification	\$ 2,100
5.	<u>Bid Services (Including 20 Sets of Plans & Specifications)</u>	<u>\$ 2,765</u>
TOTAL LUMP SUM FEE		\$ 23,715

Project Schedule

We are prepared to commence services upon authorization to proceed and receipt of signed proposal or Purchase Order.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.



Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour
- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.



Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- On-site and off-site surveying services (other than indicated above).
- Metes and bounds description.
- Location of subsurface conditions unless exposed for measurement.
- Conditions which a complete and accurate title search would disclose.
- Detection of environmental conditions such as wetlands or hazardous materials.
- Preparation of easement maps or descriptions.
- Wetland delineation.
- NJDEP wetland and flood hazard area permitting services.
- Application and permit fees.
- Zoning Board and Planning Board application preparation.
- Owner or Contractor initiated changes.
- Review agency required revisions.
- Geotechnical Investigations.
- Traffic Studies.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest



therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or



material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.



Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12714.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Joseph D. Perello, LLA, PP, ASLA, Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

November 30, 2021

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

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
Degnan Park Improvements: Walkway Reconstruction Around Vincent's Pond
Parking Lot Expansion Adjacent to Katz Community Center
Township of West Orange, Essex County, NJ

Dear Mr. Lepore:

Greenman-Pedersen, Inc. (GPI) is very interested in performing Professional Engineering Services for the referenced project. Pursuant to our site visit on November 18, 2021, we have a clear understanding of the scope of work required to satisfactorily complete the project.

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

We offer the following project description and scope of services:

PROJECT DESCRIPTION

The Township of West Orange requests survey and engineering design services for the rehabilitation/reconstruction of the existing walking trail around Vincent's Pond located within Degnan Park. The rehabilitation/reconstruction of the trail will be in kind (hot mix asphalt) and all proposed grades will match existing grades. The trail will be designed to match the original width of up to six (6') feet. This proposal assumes that stormwater design is not required and it is not included for the trail.

In addition to the rehabilitation/reconstruction of the trail, the Township would like to expand the parking lot for the Katz Community Center. The proposed parking lot expansion will possibly be located between the existing parking lot and the newly installed artificial turf baseball field. Our assumption is that the parking lot expansion will be less than one-quarter acre (0.25 A) new impervious surface and less than one acre of disturbance and will not require stormwater mitigation. Due to the limited area available for the parking expansion, we propose to provide the Township with up to two conceptual parking layouts for approval prior to initiating and completing the construction plans and specifications.

SCOPE OF SERVICES

GPI understands that the Township of West Orange requires engineering services necessary for the improvements to Degnan Park Improvements: Walkway Reconstruction Around Vincent's Pond Parking Lot Expansion Adjacent to Katz Community Center. Throughout the firm's 55-year history, we have provided capital improvement project design to dozens of New Jersey municipalities.

We recommend commencing our work with a start-up meeting. This will allow us to understand your concerns and can advance the project in an expeditious manner.

Professional services will include base map preparation, engineering design, and the preparation of construction plans and specifications for the public bid.

We have reviewed the proposed tasks contained in the RFP, visited the site, and we believe we have a clear understanding of the goals of this project.

The RFP specifies the following improvements:

- Field Survey and Base Mapping
- The existing hot mix asphalt walk will be rehabilitated/reconstructed in kind and at grade
- Design of parking lot expansion at Katz Community Center

TASK 1 – FIELD SURVEY AND PREPARATION OF BASE MAP

A. Base Mapping

GPI will provide base mapping for both the walkway and parking expansion utilizing the Neglia 2011 Boundary, Topographic, Wetland Survey and state aerial mapping as well as limited field survey. An accurate map of existing conditions will be prepared for the project area.

TASK 2– ENGINEERING DESIGN & CONSTRUCTION BID DOCUMENTS

A. Parking Expansion Concept Plan

GPI will prepare up to two (2) concept plans for the parking lot expansion utilizing the base map prepared in Task 1(A.) above. The plan(s) will depict parking layouts that will be reviewed by the Township for feasibility. The Township approved parking layout will be added to the construction plans and specifications prepared under Task 2(B.) below.

B. Construction Plans and Technical Specifications

Work will commence with a Kick-off meeting with Township representatives and a site inspection to discuss the project scope. GPI will develop preliminary engineering plans for all site improvements to reflect the scope of improvements discussed at the Kick-off meeting.

The proposed site improvements will be less than one (1) acre of disturbance and less than one-quarter (0.25) acre of new impervious surfaces; therefore, the project is not considered a "Major Development" and is exempt from the State Stormwater Management rules. *GPI will address grading and overland drainage but will not provide stormwater analysis or a drainage report as part of this project.*

Under this Task, we will attend up to three (3) progress meetings with the Township Recreation and Public Works Department to discuss the proposed design. These meetings will include kickoff, preliminary plan review, and final design review. We will prepare a preliminary plan set and order of magnitude cost estimate for the proposed improvements and provide to the Township for review and approval. Any comments will be incorporated into the final design plans. Should out of scope design services be requested, we will address in an Addendum Proposal.

Upon approval, GPI will advance the preliminary design into Construction Bid Documents. The final design will be based on the comment and concurrence of the preliminary design plans provided to the Township. Construction Bid Documents will consist of the preparation of Final Engineering Construction Drawings, Specifications, and Engineer's Cost Estimate. The final design phase will include the following:

- a. Final construction plans, including the following drawings:
 - Title Sheet, General Notes and Estimate of Quantities
 - Construction Plan
 - Horizontal and Vertical Control Ties (Base Line Tie Sheets as needed)
 - Soil Erosion and Sediment Control Plans
 - Construction Details
- b. Preparation of final estimate of quantities and cost estimate.

- c. A Soil Erosion and Sediment Control Plan will be prepared in accordance with New Jersey Soil Conservation District standards. We will prepare the application and necessary support documentation for submittal to the Hudson, Essex, & Passaic Soil Conservation District.
- d. Construction specifications will be prepared in accordance with the NJDOT Standard Specifications.
- e. The final plans, specifications, and engineer's cost estimate will be submitted to the Engineer for review.
- f. We will provide the Borough with up to twenty (20) sets of sets of Plans and Specifications to bid the project.

TASK 3 – BID SUPPORT SERVICES

GPI will provide Bid support services, if requested by the Borough. These services include:

- Respond to contractor RFI's during the bidding process,
- Attend Bid Opening
- Review of bids and recommendation letter to the Township's Engineering Department,

ASSUMPTIONS

- SCD permit application fee will be paid by the Township.
- No easements will be needed.
- NJDEP permitting is not included.
- The project is exempt from Stormwater Management requirements. The project does not meet the standard for "Major Development" and therefore does not require the design of a stormwater management system.
- A Geotechnical investigation is not required.
- Township will supply backhoe for test pits, should they be required.
- Construction Stake Out is not included in this Proposal.
- Design of retaining walls over 3.5' is not included in this Proposal.

FEE PROPOSAL

Our fee for each task of services is as follows:

Task	Fee
1. Field Survey and Preparation of Base Map	\$2,100.00
2(A.) Parking Expansion Concept Plan	\$1,500.00
2(B.) Construction Plans and Technical Specifications	\$9,500.00
3. Bid Support Services	\$1,600.00
Total	\$14,700.00

MULTIPLE AWARD DISCOUNTED PRICING

Should the Township find our proposals favorable for the Degnan Park Improvements including (1) Degnan Park Tennis Court Surface and Lighting Improvements, (2) Rolling Green Tennis Court/Pickle Ball Court Surface and Lighting Improvements, and/or (3) Walkway Reconstruction Around Vincent's Pond Parking Lot Expansion Adjacent to Katz Community Center, and award multiple projects to GPI, we would offer a five percent (5%) discount on each of the awarded projects.

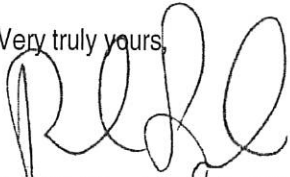
TOTAL THIS PROPOSAL: \$14,700.00
LESS 5% DISCOUNT: \$ -735.00
\$13,965.00

November 30, 2021

If you have any questions, or we may be of any additional service, please do not hesitate to contact our office.

Please review this proposal and should you determine it to be acceptable, sign, date and return one copy to us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Paul M. Szmaida', written over the closing 'yours'.

Paul M. Szmaida, LLA, ASLA
Senior Project Manager

PMS/rem

m:\proposals\pms\west orange\degan park walkway & parking 11-30-2021\degan park walkway & parking lot improvements 11-30-2021.docx

cc: Andrew Cangiano, PE, CME

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes GPI to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above.

Accepted this _____ day of _____ 20____

By

(Authorized Signature)

(Corporate Title)

(Type or Print Name)

(E-Mail Address)

(Phone Number)

(Fax Number)

HOURLY BILLING RATES
Effective January 1, 2021 – December 31, 2021

WEST ORANGE TOWNSHIP

PROFESSIONAL ENGINEER	\$ 160.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 145.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 80.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 75.00
TECHNICAL TYPIST	\$ 50.00

Rates Subject to Change Annually



November 30, 2021

Via Electronic Mail (lepore@westorange.org) and Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore, PE
Municipal Engineer-Director of Public Works

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Engineering & Land Surveying Services
Degnan Park Improvements – Walkway Reconstruction Around Vincent's Pond and
Parking Lot Expansion Adjacent to Katz Community Center
Pleasant Valley Way (Block 154.19, Lot 6)
Our File No.: Proposal SCE-P11619.021

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for professional surveying and engineering services to the Township of West Orange (Township) for preparation of a complete bid package including design plans, specifications, and bid documents for the Degnan Park Improvements project located in the Township of West Orange, County of Essex, State of New Jersey. More specifically, for the reconstruction of the asphalt pathway around Vincent's Pond and the parking area expansion at the Toby Katz Community Center within the park.

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the engineering, land surveying, landscape architecture, and environmental fields. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and Professional Land Surveyor (PLS). Our scope of services for this project is further outlined below.

Scope of Services

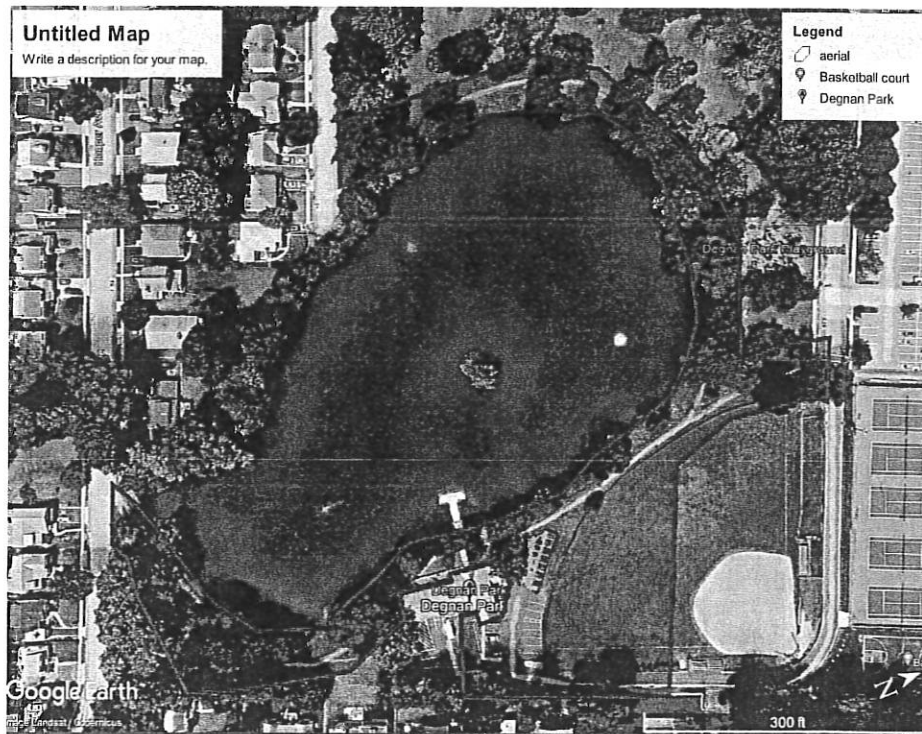
It is our proposal to complete the project in the following phases:

1. Partial Existing Conditions & Topographic Survey

It is understood that the Township will provide SCE with any information and mapping they have for the project area.

SCE's in-house survey personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of one-inch equals thirty feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out as well as the visible surface structures and review of previously available mapping provided to SCE. Presence of known utility information will be identified and noted at both surface and subsurface level.



Proposed Survey Limits

The field survey work will depict current site conditions, surface features and topography. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and drainage improvements. The completed survey will include, but not be limited to the following:

- Street Right-of-Way (R.O.W.) lines & property lines (approximate based on field evidence and record maps including current Tax Maps).



- Topography with 1-foot contour intervals and various spot elevations (as necessary).
- Sanitary and storm sewer features (rim/grate and invert elevations).
- Sidewalks, driveways, walls, and curb (or edge of pavement). Material type will be noted for all features.
- All visible and underground utilities as marked by appropriate authorities, including but not limited to, water, gas, oil, electric, and telecommunications.
- Trees, sign posts, benches, fences, etc.

Partial Existing Conditions & Topographic Survey of the site in question will be created and it is understood this base map will be the basis of the design. Property lines and/or easements will be shown per the latest Tax Maps from the local authorities and from information made available by the Township. The survey will also indicate the presence of wooded areas and individual trees with a diameter breast height (DBH) of 6-inches or greater.

It should be noted that a Boundary Survey of the overall site or establishment of the adjacent boundary lines is not included in this scope of work. Should a Boundary Survey be required, a separate proposal for such services will be provided.

2. Preliminary Design

Prior to the start of design, SCE will attend a project kick-off meeting with representatives of the Recreation and Public Works Departments to review the proposed scope of improvements, all available information related to the site, project budget, and schedule.

Upon completion of the survey and base map, SCE will visit the site to confirm the information included on the base map and review any site constraints for the design.

Based on all of the information provided and obtained, SCE will develop a preliminary design for the desired walkway and parking lot improvements. It is anticipated that the preliminary design submission to the Township will include the following plans:

- Existing Conditions and Removals Plan
- Preliminary Site Construction Plan
- Preliminary Site Grading and Drainage Plan

SCE will meet with the Recreation and Public Works Departments to review the preliminary design package and discuss any comments. Any comments received from the Township will be addressed and a revised preliminary design package will be submitted for review prior to proceeding to final design.



3. Final Design

Upon approval of the preliminary design, SCE will prepare the final construction documents for the project. It is anticipated that the final plans will include the following sheets:

- Title Sheet with Key Map
- Legend, General Notes and Table of Quantities Sheet
- Existing Conditions and Removals Plan Sheets
- Site Construction Plan Sheets
- Site Grading and Drainage Plan Sheets
- Construction Details Sheets
- Soil Erosion and Sediment Control Notes and Details Sheets

Technical specifications will be based on the latest edition of the New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction and will be prepared as amendments and supplements to this specification. Administrative (front end) specifications will be prepared and submitted to the Township for review and approval by the Township attorney.

SCE will prepare an itemized estimate of probable construction cost for the proposed improvements for review by the Township prior to advertisement for bids.

SCE will meet with the Township to review the final plans, specifications, and cost estimate, and will address any comments received from the Township. A final set of plans, specifications and estimate will be issued prior to bid advertisement.

4. Soil Erosion & Sediment Control Certification

Since the project will disturb more than 5,000 square feet of soil, a certification will be required from the Hudson Essex Passaic Soil Conservation District. SCE will prepare the application and submit on behalf of the Township. Once the soil erosion and sediment control certification is received, SCE will file the electronic application for the NJDEP 5G3 Nationwide Stormwater Permit on behalf of the Township.

It is understood that permit application fees are the responsibility of the Township and have not been included in our fee. SCE will coordinate with the Township and request fee checks prior to submission of any permit applications.

5. NJDEP Flood Hazard Area Applicability Determination (FHA AD)

The project is located just outside of the mapped NJDEP and FEMA floodplain study limits; therefore, it is undetermined if the project is within the floodway and/or flood hazard area. However, SCE understands that the walkway replacement project potentially qualifies for a Flood Hazard Area Permit-by-Rule under the *Flood Hazard Area Control Act Rules* at NJAC 7:13. Therefore, to confirm this understanding, SCE will prepare and submit a request for an Applicability Determination (AD) to the NJDEP. The application will include the required form, figures, project description, color photographs, and site plan. The application requires no filing fee.



This proposal excludes floodplain delineations and the preparation and submission of any permit applications. If a permit is ultimately required by NJDEP, SCE will submit a separate proposal for that work for approval.

6. Bid Services

SCE will provide the Township with twenty (20) copies of the complete bid package including cost estimates, plans and specifications for bidding purposes.

SCE will assist the Township with bidding the project. As part of these services, SCE will attend the bid opening, and answer any questions that arise from prospective bidders, and issue an addendum if necessary. SCE will review the bids received by the Township and provide a bid summary and recommendation of award.

Fee Schedule

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1.	Partial Existing Conditions & Topographic Survey	\$ 6,000
2.	Preliminary Design	\$ 9,000
3.	Final Design	\$ 17,450
4.	Soil Erosion & Sediment Control Certification	\$ 3,850
5.	NJDEP Flood Hazard Area Applicability Determination	\$ 2,700
6.	<u>Bid Services (Including 20 Sets of Plans & Specifications)</u>	<u>\$ 3,600</u>
TOTAL LUMP SUM FEE		\$ 42,600

Project Schedule

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal or Purchase Order.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.



- Principal/Project Officer \$160/hour
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour
- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- On-site and off-site surveying services (other than indicated above).
- Metes and bounds description.



- Location of subsurface conditions unless exposed for measurement.
- Conditions which a complete and accurate title search would disclose.
- Detection of environmental conditions such as wetlands or hazardous materials.
- Preparation of easement maps or descriptions.
- Wetland delineation
- NJDEP wetland and flood hazard area permitting services
- Application and permit fees.
- Zoning Board and Planning Board application preparation.
- Owner or Contractor initiated changes.
- Review agency required revisions.
- Geotechnical Investigations.
- Traffic Studies.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including



reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.



Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.



If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P11619.021) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Daren J. Phil, PE, PP, CME, Vice President / Director of Engineering

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

November 30, 2021

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

RE: Response to Request for Proposals for Professional Engineering and Surveying Services for
Degnan Park Improvements: Tennis Court Surface and Lighting Improvements
Township of West Orange, Essex County, New Jersey

Dear Mr. Lepore:

Greenman-Pedersen, Inc. (GPI) is pleased to submit this proposal for Professional Surveying and Engineering Services for the referenced projects. Pursuant to our site visit on November 18, 2021, we have a clear understanding of the scope of work required to satisfactorily complete the project.

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

We offer the following project description and scope of services:

PROJECT DESCRIPTION

The Township is proposing improvements to the tennis courts facilities located within Degnan Park along Alisa Drive. The proposed improvements consist of reconstruction of five (5) competition tennis courts. Other site improvements may consist of ADA accessible walks, new fencing, court amenities (net posts, tie downs, nets), and new LED tennis court lighting for all five (5) courts. Based on our site visit, it is assumed adequate power is available for court lighting.

Based on our conversation, we understand the Township proposes to reconstruct the existing courts at their current location by demolishing the existing courts and all associated fencing, lighting, etc. and reconstructing the courts with hot mix asphalt, perimeter concrete curb, upgraded LED sports lighting, ten (10') foot height perimeter fencing (with gates), net posts, net tie downs, tennis nets, and a color coat surface treatment that meets USTA dimensions. The proposed courts will need to be graded to provide adequate drainage to insure minimal drying time after a rain for play. The design will include assessing ADA access to the courts at a location per Township direction.

As discussed in the field, GPI will provide the Township with an order of magnitude estimate that compares the cost of the requested hot mix asphalt court to a post tensioned concrete court. The estimate will provide the Township with information to formulate a decision as to which surface will be utilized for the bid documents. The cost of the estimate is included in the design fee below. Also note, there will be no difference in price for the design of the court surface, either hot mix asphalt or Post tensioned concrete. All other design requirements will remain the same.

SCOPE OF SERVICES

TASK 1 – FIELD SURVEY AND PREPARATION OF BASE MAP

GPI will perform a field survey of the project area, which consists of approximately 0.8-acres within Degnan Park. Field survey will be conducted through a combination of conventional surveying, GPS and high definition laser scanning to provide an accurate existing conditions base map. The field work will consist of the tennis courts, as well as topography surrounding the facility for grading and site design. This plan will be the foundation of the design base map.

Greenman-Pedersen, Inc.

301 Gibraltar Drive, Suite 2A

Morris Plains, NJ 07950

p 973-377-8500

Additional Offices located at: 100 Corporate Drive, Suite 301, Lebanon, NJ 08833

1040 Broad Street, Suite 303, Shrewsbury, NJ 07702

458 Woodbine-Ocean View Road, Suite B, Ocean View, NJ 08230

An Equal Opportunity Employer

All survey data will be based on NAD-83 and NAVD-88. Contours will be shown at 1' intervals. Planimetric mapping will include all physical features within the project area. Base mapping will be shown at 1"=20' scale. Elevations on hard surfaces will be shown to the nearest 0.01 ground elevations to the nearest 0.10. Any existing drainage features will be obtained along with invert elevations and pipe sizes. Property lines will be shown from available Borough Tax Map information.

TASK 2a. – ENGINEERING DESIGN & CONSTRUCTION BID DOCUMENTS

Work will commence with a Kick-off meeting with Township representatives and a site inspection to discuss the project scope. As stated above, GPI will prepare an Order of Magnitude estimate comparing hot mix asphalt to post tension concrete for discussion prior to the final material selection for the courts. GPI will develop preliminary engineering plans for all site improvements to reflect the scope of improvements discussed at the Kick-off meeting.

The proposed site improvements will be less than (1) acre of disturbance and less than one-quarter (0.25) acre of new impervious surfaces; therefore, the project is not considered a "Major Development" and is exempt from the State Stormwater Management rules. *GPI will address grading and overland drainage but will not provide stormwater analysis or a drainage report as part of this project.*

Under this Task, we will attend up to three (3) progress meetings with the Township Recreation and Public Works Department to discuss the proposed design. These meetings will include kickoff, preliminary plan review, and final design review. We will prepare up to two (2) preliminary plans and order of magnitude cost estimates for the proposed improvements and provide to the Township for review and approval. Any comments will be incorporated into the final design plans. Should out of scope design services be requested, we will address in an Addendum Proposal.

Upon approval, GPI will advance the preliminary design into Construction Bid Documents. The final design will be based on the comment and concurrence of the preliminary design plans provided to the Township. Construction Bid Documents will consist of the preparation of Final Engineering Construction Drawings, Specifications, and Engineer's Cost Estimate. The final design phase will include the following:

- a. Completion of final construction plans, including the following drawings:
 - Title Sheet, General Notes and Estimate of Quantities
 - Construction Plan
 - Horizontal and Vertical Control Ties (Base Line Tie Sheets)
 - Soil Erosion and Sediment Control Plans
 - Construction Details
 - Electrical Plans
- b. Preparation of final estimate of quantities and cost estimate. This will include the cost estimate for site lighting and electrical improvements.
- c. A Soil Erosion and Sediment Control Plan will be prepared in accordance with Soil Conservation District standards. We will prepare the application and necessary support documentation for submittal to the Hudson-Essex & Passaic County Soil Conservation District.
- d. Construction specifications will be prepared in accordance with the NJDOT Standard Specifications.
- e. The final plans, specifications, and engineer's cost estimate will be submitted to the Engineer for review.
- f. We will provide the Borough with up to twenty (20) sets of sets of Plans and Specifications to bid the project.

TASK 2b. – ELECTRICAL DESIGN

The plans will incorporate new LED sports lighting for the five (5) courts. It assumed electric service for the lighting system is available at the courts (power for existing HID lighting) and that a new service connection is not required. GPI will design the connection to the system provided by the lighting manufacturer. Light pole footing designed will be the responsibility of the

contractor and lighting manufacturer. If Geotechnical services are required for light pole foundation design, an addendum proposal will be provided for that service.

TASK 3 – BID SUPPORT SERVICES

GPI will provide construction support services, if requested by the Borough. These services include, but are not limited to the following:

- Respond to contractor RFI's during the bidding process,
- Attend Bid Opening
- Review of bids and recommendation letter to the Township's Engineering Department,

ASSUMPTIONS

- SCD permit application fee will be paid by the Township.
- No easements will be needed.
- NJDEP permitting is not required.
- The project is exempt from Stormwater Management requirements. The project does not meet the standard for "Major Development" and therefore does not require the design of a stormwater management system.
- A Geotechnical investigation is not required.
- Township will supply backhoe for test pits, should they be required.
- Construction Stake Out is not included in this proposal.

FEE PROPOSAL

Our fee for each task described above is as follows:

Task	Fee
1. Field Survey and Preparation of Base Map	\$2,800.00
2a. Engineering Design & Construction Bid Documents	\$12,000.00
2b. Electrical Design	\$6,500.00
3. Bid Support Services	\$1,600.00
Total	\$22,900.00

MULTIPLE AWARD DISCOUNTED PRICING

Should the Township find our proposals favorable for the Degnan Park Improvements including (1) Degnan Park Tennis Court Surface and Lighting Improvements, (2) Rolling Green Tennis Court/Pickle Ball Court Surface and Lighting Improvements, and/or (3) Walkway Reconstruction Around Vincent's Pond Parking Lot Expansion Adjacent to Katz Community Center, and award multiple projects to GPI, we would offer a five percent (5%) discount on each of the awarded projects.

TOTAL THIS PROPOSAL:	\$22,900.00
LESS 5% DISCOUNT:	\$ -1,145.00
	\$21,755.00

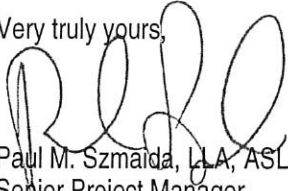
Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange

November 30, 2021

If you have any questions, or we may be of any additional service, please do not hesitate to contact our office.

Please review this proposal and should you determine it to be acceptable, sign, date and return one copy to us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'P. Szmaida', written over the text 'Very truly yours,'.

Paul M. Szmaida, LLA, ASLA
Senior Project Manager

PMS/rem

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cc: Andrew Cangiano, PE, CME

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes GPI to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above.

Accepted this _____ day of _____ 20____

By

(Authorized Signature)

(Corporate Title)

(Type or Print Name)

(E-Mail Address)

(Phone Number)

(Fax Number)

HOURLY BILLING RATES

Effective January 1, 2021 – December 31, 2021

WEST ORANGE TOWNSHIP

PROFESSIONAL ENGINEER	\$ 160.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 145.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 80.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 75.00
TECHNICAL TYPIST	\$ 50.00

Rates Subject to Change Annually



November 30, 2021

Via Electronic Mail (llepore@westorange.org) and Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore, PE
Municipal Engineer-Director of Public Works

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Engineering & Land Surveying Services
Degnan Park Improvements – Tennis Court & Lighting Improvements
Alisa Drive
Our File No.: Proposal SCE-P11619.031

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for professional surveying and engineering services to the Township of West Orange (Township) for preparation of a complete bid package including design plans, specifications, and bid documents for the Degnan Park Tennis Court Improvements project located in the Township of West Orange, County of Essex, State of New Jersey.

More specifically, the proposed improvements include the reconstruction of the five (5) existing Degnan Park tennis courts on Alisa Drive including removal and disposal of existing asphalt court pavement; new hot mix asphalt pavement courses; new color coating; new line striping; new perimeter curb; new nets and posts; new perimeter fencing; and new LED lights with poles, conduit, and controls. SCE understands that currently only four (4) tennis courts are lit, but this proposal includes lighting for all five (5) courts as requested in the Request for Proposal (RFP). SCE also anticipates that the existing electric service for the site is adequate for the new sports lighting.

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the land surveying and engineering field. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and a State of New Jersey Professional Land Surveyor (PLS).



SCE has designed tennis court facilities for many public agencies and educational institutions. Previous tennis court projects designed by members of the SCE Project Team include the NCAA Tennis Court Facility at the College of New Jersey (TCNJ), and courts for Georgian Court University; Mount St. Mary Academy; Hackensack High School; Jackson High School; Whippany Park High School; Hanover Park High School; and Warren Hills High School. SCE has also designed tennis court facilities for Grover Cleveland Park in the County of Essex; Roseland Municipal Tennis Courts; Orchard Park in the Township of Wall; the City of Long Branch; City of Watchung; and Beaver Brook Masters Association Tennis Courts in the Township of Clinton.

SCE is also a member of the **American Sports Builders Association (ASBA)** and the project team consists of engineers, landscape architects, planners, construction observation specialists, and support team professionals that are familiar with the current technology and proven methods of tennis court and athletic facility construction. Our knowledge of the project area, the various methods, and materials available for the design of tennis court reconstruction are second to none and will ensure that the Township receives **an exceptional level of Client service and project satisfaction**. Our scope of services for this project is further outlined below.

Scope of Services

It is our proposal to complete the project in the following phases:

1. Partial Topographic Survey

It is understood that the Township will provide SCE with any information and mapping they have for the project area.

SCE's in-house survey personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of one inch equals thirty feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out as well as the visible surface structures and review of previously available mapping provided to SCE. Presence of known utility information will be identified and noted at both surface and subsurface level.

The field survey work will depict current site conditions, surface features, and topography. SCE will utilize Civil 3D design software to map and model the existing



and proposed conditions. The model will be utilized to establish proper grading and drainage improvements. The completed survey will include, but not be limited to, the following:

- Street Right-of-Way (R.O.W.) lines & property lines (approximate based on field evidence and record maps including current Tax Maps).
- Topography with 1-foot contour intervals and various spot elevations (as necessary).
- Sanitary and storm sewer features (rim/grate and invert elevations).
- Sidewalks, driveways, walls, and curb (or edge of pavement). Material type will be noted for all features.
- All visible and underground utilities as marked by appropriate authorities, including but not limited to, water, gas, oil, electric, & telecommunications.
- Trees, signposts, benches, fences, etc.

Partial Existing Conditions & Topographic Survey of the site in question will be created and it is understood this base map will be the basis of the design. Property lines and/or easements will be shown per the latest Tax Maps from the local authorities and from information made available by the Township. The survey will also indicate the presence of wooded areas and individual trees with a diameter breast height (DBH) of 6-inches or greater.

It should be noted that a Boundary Survey of the overall site or establishment of the adjacent boundary lines is not included in this scope of work. Should a Boundary Survey be required, a separate proposal for such services will be provided.

2. Preliminary Design

Prior to the start of design, SCE will attend a project kick-off meeting with representatives of the Recreation and Public Works Departments to review the proposed scope of improvements, all available information related to the site, project budget, and schedule.

Upon completion of the survey and base map, SCE will visit the site to confirm the information included on the base map and review any site constraints for the design.

Based on all the information provided and obtained, SCE will develop a preliminary design for the desired tennis court improvements. It is anticipated that the preliminary design submission to the Township will include the following plans:



- Existing Conditions and Removals Plan.
- Preliminary Site Construction Plan.
- Preliminary Site Grading and Drainage Plan.
- Preliminary Site Electric and Lighting Plan.

SCE will meet with the Recreation and Public Works Departments to review the preliminary design package and discuss any comments. Any comments received from the Township will be addressed and a revised preliminary design package will be submitted for review prior to proceeding to final design.

3. Final Design

Upon approval of the preliminary design, SCE will prepare the final construction documents for the project. It is anticipated that the final plans will include the following sheets:

- Title Sheet with Key Map.
- Legend, General Notes, and Table of Quantities Sheet.
- Existing Conditions and Removals Plan Sheet.
- Site Construction Plan Sheet.
- Site Grading and Drainage Plan Sheet.
- Site Electric and Lighting Plan Sheet.
- Construction Details Sheets.
- Soil Erosion and Sediment Control Notes and Details Sheets.

Technical specifications will be based on the latest edition of the New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction and will be prepared as amendments and supplements to this specification. Administrative (front end) specifications will be prepared and submitted to the Township for review and approval by the Township Attorney.

SCE will prepare an itemized estimate of probable construction cost for the proposed improvements for review by the Township prior to advertisement for bids.

SCE will meet with the Township to review the final plans, specifications, and cost estimate, and will address any comments received from the Township. A final set of plans, specifications, and estimate will be issued prior to bid advertisement.

4. Soil Erosion & Sediment Control Certification

Since the project will disturb more than 5,000 square feet of soil, a certification will be required from the Hudson Essex Passaic Soil Conservation District. SCE will prepare the application and submit on behalf of the Township. SCE anticipates that an application



for the NJDEP 5G3 Nationwide Stormwater Permit will **not** be required since disturbance will be less than one (1) acre.

It is understood that permit application fees are the responsibility of the Township and have not been included in our fee. SCE will coordinate with the Township and request fee checks prior to submission of any permit applications.

5. Bid Services

SCE will provide the Township with twenty (20) copies of the complete bid package including cost estimates, plans, and specifications for bidding purposes.

SCE will assist the Township with bidding the project. As part of these services, SCE will attend the bid opening, answer any questions that arise from prospective bidders, and issue an addendum if necessary. SCE will review the bids received by the Township and provide a bid summary and recommendation of award.

Fee Schedule

SCE proposes to provide the following fee for all the work required to provide a complete design package as described in the Township's RFP. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1.	Partial Topographic Survey	\$ 3,150
2.	Preliminary Design	\$ 7,350
3.	Final Design	\$ 15,450
4.	Soil Erosion & Sediment Control Certification	\$ 2,125
5.	<u>Bid Services (Including 20 Sets of Plans & Specifications)</u>	<u>\$ 2,625</u>
TOTAL LUMP SUM FEE		\$ 30,700

Project Schedule

We are prepared to commence services upon authorization to proceed and receipt of signed proposal or Purchase Order.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.



Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour
- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.



Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- On-site and off-site surveying services (other than indicated above).
- Metes and bounds description.
- Location of subsurface conditions unless exposed for measurement.
- Conditions which a complete and accurate title search would disclose.
- Detection of environmental conditions such as wetlands or hazardous materials.
- Preparation of easement maps or descriptions.
- Wetland delineation.
- NJDEP wetland and flood hazard area permitting services.
- Application and permit fees.
- Zoning Board and Planning Board application preparation.
- Owner or Contractor initiated changes.
- Review agency required revisions.
- Geotechnical Investigations.
- Traffic Studies.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).



Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.



Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date



the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P11619.031) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Joseph D. Perello, LLA, PP, ASLA, Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

**RESOLUTION
ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
YEAR 2022**

WHEREAS, certain Federal funding will potentially be available for Essex County under Title 1 of the Housing and Community Development Act of 1974 as amended and supplemented, which Act is commonly known and referred to as the Community Development Block Grant; and

WHEREAS, the Township of West Orange has a need and desire for assistance under the Act and Program as aforesaid in order to improve essential services to the residents of areas which qualify for assistance under the Act and Program as aforementioned.

NOW, THREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, authorizes, on behalf of the Township of West Orange, the submission of applications for funding of the attached list, known as the 2022 Community Development Block Grant Program list, in the priority order as shown In attached Exhibit “A”.

BE IT FURTHER RESOLVED, that the Mayor of the Township of West Orange is authorized to sign all applications and execute any agreements with the County of Essex and the Municipal Clerk to attest his signature for projects to be funded under this program.

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

Cindy Matute-Brown, Council President

Adopted: December 14, 2021

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes Improvements to Nance Road, Warren Road and King Road which will be partially funded by an NJDOT Municipal Aid Grant for 2022 in the amount of \$425,000.00; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated November 17, 2021 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from five professional engineering and land surveying firms; and

WHEREAS, Greenman – Pedersen, Inc. responded to the Request for Proposal; and

WHEREAS, Greenman – Pedersen, Inc. have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated December 8, 2021 the Township Engineer recommended a professional services contract be awarded to Greenman – Pedersen, Inc. 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for a complete bid package including design plans, specifications and bid documents for a fee not to exceed \$34,040.00; and

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

WHEREAS, sufficient funds exist for the services outlined in the proposal of Greenman – Pedersen, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Greenman – Pedersen, Inc. to provide professional engineering services and land surveying services for Improvements to

Nance Road, Warren Road and King Road, NJDOT Municipal Aid – 2022 in the amount of \$34,040.00.

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

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

Cindy Matute-Brown, Council President

Adopted: December 14, 2021

I hereby certify funds are available from:

ACCOUNT NO.
2020 Capital Improvements
03 2610 20 0400 110
\$34,040.00

John Gross, Chief Financial Officer

CONTRACT

AGREEMENT entered into by and between the County of Essex, a body politic and corporate of the State of New Jersey through the Office of Alcoholism, Drug Abuse and Addiction Services, (hereinafter referred to as the "County") and **the Township of West Orange** Municipal Alliance, herein referred to as the "Subgrantee"

WHEREAS, the County has received grant funding from the Governor's Council on Alcoholism and Drug Abuse to provide Alcoholism/Drug Services; and

WHEREAS, the County proposes to contract with Subgrantee to provide said services for prevention, education, and intervention for preschoolers to senior citizens.

WHEREAS, in response to the County's Request for Application dated October 22, 2021.

WHEREAS, the Subgrantee has submitted to the County its Application dated January 7, 2022 for the performance of such services (hereinafter referred to as the "Strategic Plan"); and

WHEREAS, the parties propose hereby to enter into an agreement in accordance with said "Strategic Plan", the Subgrantee's Application, and the State of New Jersey, Governor's Council on Alcoholism and Drug Abuse Guidelines (Attachments A, B, C and D) for the performance of such services;

WHEREAS, the Subgrantee has agreed that funds for services provided under this grant will not be used for any other purpose other than those listed in this contract.

NOW, therefore, it is agreed as follows:

1. TERM

This agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023.

2. SERVICE TO BE PERFORMED BY SUBGRANTEE

Prevention, education, and intervention of alcohol/drug abuse for citizens in the entire community from preschoolers through senior citizens in accordance with the approved Strategic Plan.

3. COMPENSATION

The County agrees to reimburse the Subgrantee for its services, in the amount of **\$23,580.80** in accordance with the fee schedule set forth in its Strategic Plan and approved program activities. Subgrantee shall submit quarterly reports, which shall serve as the basis of reimbursement and shall comply with the County's standard billing and payment procedures.

4. COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS

- A. Subgrantee shall comply with all applicable government codes and regulations (such as electrical, building, plumbing, fire, fire prevention, health, and environmental codes).
- B. Subgrantee shall provide any assistance as requested by the County in relation to any appearances before any municipal or other forum.

5. TIME FOR PERFORMANCE OF SERVICES

Subgrantee shall proceed with due diligence and shall complete such work within the time required by the Strategic Plan, County of Essex program requirements and the Governor's Council on Alcoholism and Drug Abuse requirements.

6. INSURANCE: INDEMNIFICATION

Subgrantee shall maintain comprehensive general liability insurance of at least \$1,000,000.00 per occurrence naming the County as an additional insured in any such policy of insurance therefore, and shall provide the County with a Certificate of Insurance as evidence of said policy upon execution of this Agreement. Subgrantee shall ensure that the County always has a current Certificate of Insurance throughout the term of this agreement.

Subgrantee hereby indemnifies and holds the County harmless from all liability claims arising out of the acts or omissions of its agents, servants, employees and/or subcontractors, including the cost of defense and/or attorney's fees.

7. AFFIRMATIVE ACTION

The parties to this Agreement agree that incorporated herein is the mandatory language of N.J.A.C. 17:27-3.4 (a) and N.J.A.C. 17:27-5.3 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c127, 25 as amended and supplemented from time to time, and the Subgrantee agrees to comply fully with the terms, provisions and obligations of said N.J.A.C. 17:27-3.4 (a) and N.J.A.C. 17:27-5.3 provided that N.J.A.C. 17:27-3.4. (a) shall be applied subject to the terms of N.J.A.C. 17:27-3.4 (d).

8. NON-DISCRIMINATION

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 dealing with discrimination in employment on public contracts, and the rules and regulations promulgated thereto, are hereby made a part of this Agreement and are binding upon them.

9. EFFECTIVE DATE

This Agreement shall not be effective and binding upon the parties unless and until it is executed by the Essex County Executive and approved by the Essex County Board of Commissioners by resolution.

10. GOVERNING LAW

This Agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey.

11. SUBCONTRACTING

Subgrantee represents that it has not secured the services of any other consultant or associate as subcontractor. In the event Subgrantee seeks to subcontract any part of the services specified herein above, then before such subcontractor is approved, the County shall have the absolute right to review the qualifications of any subcontractor, and if any such subcontractor, in the sole and absolute discretion of the County, is unsatisfactory to the County, then in that event, the County may disaffirm and cancel this Agreement by so notifying the Subgrantee in writing, in which case this Agreement shall be null and void and of no effect as if never executed by the County. The qualifications of any such subcontractor shall be presented to the County in accordance with the County's Standard Operating Practice and Procedures. Approval of such subcontracting by the County shall not relieve Subgrantee of its responsibility to perform all aspects of the Project covered by this Agreement. Upon approval, any such subcontractor shall be retained and secured by the Subgrantee at the expense of the Subgrantee.

Subgrantee further represents that it and any subcontractor hereunder have obtained all necessary approval to conduct business in the State of New Jersey. To the extent that this representation is inaccurate or cannot be corrected within a reasonable time, the County shall have the absolute right, in its discretion, to disaffirm and cancel this Agreement, which shall be null and void upon the County so disaffirming in writing.

12. INCORPORATION

The following documents are attached hereto and made a part hereof:

- A. Appendix A - Grant Award Conditions
- B. Appendix B - Affidavit
- C. Appendix C - Affirmative Action Affidavit
- D. Appendix D - Statement of Political Contributions

E. Appendix E - Recommendation for Approval

F. Appendix F - Attachments A, B, C and D of Governor's Council Guidelines

To the extent, if any, that there is a conflict between the provisions in the Appendices and those in this Agreement, those provisions, which grant the County the broadest rights and provides it with the most protection shall control and govern the relationship between the parties. Without limiting the generality of the foregoing, the provisions in the Appendices shall be construed, where appropriate, as supplementary of and complimentary to all other provisions in this Agreement and the Appendices hereto shall be cumulative and recourse to one shall not bar the County from relying on any other right or remedy hereunder. References in Appendices to the "Contractor", "Engineer" or similar designations shall be deemed to be Subgrantee herein. The Subgrantee shall submit, on or before the effective date of this Agreement, fully completed Appendices. To the extent that the information disclosed in the Appendices reveals a disability on the part of the Subgrantee which would constitute a ground upon which the County could have rejected the Strategic Plan, or contains material and/or inaccurate statements regarding the Subgrantee's qualifications, then the County shall have the absolute right to disaffirm and cancel this Agreement, in writing, in which case this Agreement shall be null and void and of no effect as if never executed by the County.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the dates set forth below:

ATTEST:

THE COUNTY OF ESSEX

Deborah Davis Ford, Clerk
ESSEX COUNTY BOARD OF
COMMISSIONERS

Joseph N. DiVincenzo, Jr.
ESSEX COUNTY EXECUTIVE OR
REPRESENTATIVE

DATE: _____

DATE: _____

WITNESS

SUBGRANTEE

DATE: _____

This Agreement was approved on_____

by Resolution No._____ of the Essex County Board of
Commissioners.

Deborah Davis Ford, Clerk
ESSEX COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

Courtney M. Gaccione, ESQ.
COUNTY COUNSEL

Appendix A
GRANT AWARD
MUNICIPAL ALLIANCE

The Grant Award is subject to the following conditions:

1. The program assures that funds provided through this subgrant will not duplicate payment from any other sources.
 2. Grantee must attend all Essex County Municipal Alliance meetings.
 3. Grant period runs from July 1, 2022 through June 30, 2023.
 4. Grantee must submit financial and programmatic reports every three (3) months before any payments are received. Reports must be submitted even if there have not been any activities during the quarter.
 5. The County may conduct programmatic and fiscal monitoring without advanced notification.
 6. Failure to submit quarterly reports on a timely basis may result in significant delays in reimbursement or denial of reimbursement.
 7. If the award request is different from the award received, a new budget must be submitted.
 8. If programs proposed in the approved Request For Strategic Plan are changed, amended or revised, a programmatic revision/modification request form must be submitted to the Essex County Office of Alcoholism, Drug Abuse and Addiction Services and approved in writing prior to the new program being implemented.
-

The above terms are acceptable, and we are willing to comply with them as set forth:
By our signatures, these conditions are made part of the grant.

Date: _____

Mayor/Township Administrator

Date: _____

Municipal Alliance Chairperson

Appendix B

AFFIDAVIT

STATE OF NEW JERSEY
SS:
COUNTY OF ESSEX

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this Strategic Plan, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Strategic Plan and understands that it is completely discretionary with the County officials whether to accept, reject or negotiate its Strategic Plan submitted pursuant thereto.

Signature of Applicant

Title

Sworn to Before Me This
_____ Day of
_____ day of _____, _____

Notary Public or Commissioner of Deeds

Appendix C

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY

51 employees or more

SS:

COUNTY OF ESSEX

I, Robert D. Parisi, of full age, being duly sworn according to law, upon my oath, depose and say:

1. I am the employee and/or officer of the handling of the Township of West Orange (Proposer) in charge of the handling of this bid and/or grant and am fully familiar with the operations of Township of West Orange (Proposer) and also with the provisions of the New Jersey P.L. 1975, Chapter 127, approved June 23, 1975.
2. The Township of West Orange (Proposer) is in compliance with the provisions of the aforementioned P.L. 1975, Chapter 127, and the rules and regulations formulated pursuant to it relating to the filing of affirmative action programs with the New Jersey State Treasurer.
3. The Township of West Orange (Proposer) is aware that any failure to comply with P.L. 1975, Chapter 127, approved June 23, 1975, shall be a breach of grant and will make the Township of West Orange (Proposer) fail to comply.

Proposer

Sworn and subscribed to before me this

_____ day of _____, _____

Notary Public

Appendix C

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY

50 employees or less

SS:

COUNTY OF ESSEX

I, _____, of the (City, Township, Borough) of _____, in the County of Essex, State of New Jersey, of full age, being duly sworn according to law on my oath, depose and say that:

1. I am (president, partner, owner) of the firm of a bidder making a Strategic Plan upon the above-named project.
2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975, Chapter 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ as complies with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, Chapter 127 and of the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Essex until an affirmative action plan is approved.

I am also aware that the grant may be terminated and the _____ (Proposer) may be debarred from all public contracts or grants, for a period of five (5) years.

Proposer

Subscribed and sworn to before me, this _____ day of _____, 20____

Notary Public

Appendix D

STATEMENT OF CERTAIN POLITICAL CONTRIBUTIONS MADE AFTER NEGOTIATED CONTRACTS

(This statement is part of the Application packet)

Ordinance Number 0-86-0007 adopted by the Board of Commissioners of the County of Essex requires that all Applications for negotiated contracts submitted by individuals and/or business entities seeking to provide goods to or to perform services for the County of Essex, shall contain a statement setting forth each political contribution by them of \$500.00, or made within five years next preceding the date of said contract or commencing_____, whichever period is less, either directly or indirectly to any County elected official, County political party and/or County official or political organization.

Name of County Elected Official, County Political Party and/or County Official or Political Organization to whom a political contribution of \$500.00 or more was made by proposer within five (5) years of the date hereof. **If none, write “none”.**

NAME

AMOUNT

Proposer _____

By _____
Signature

Print or Type Name of Signatory:

Appendix E

RECOMMENDATION FOR APPROVAL

Pursuant to the Application evaluation process as outlined in this Strategic Plan, the following recommendations are made for appropriate final County approval:

County of Essex	Township of West Orange Name of Contractor
By: _____ Joseph N. DiVincenzo, Jr. County Executive or Representative	By: _____ Mayor or Township Manager
Approved:	
By: _____ Eileen Fishman Single County Alcoholism Authority	By: _____ Township Financial Officer
Recommended:	
By: _____ Essex County LACADA Chairperson	By: _____ Municipal Alliance Chairperson
By: _____ Essex County CASS Chairperson	By: _____ Municipal Alliance Coordinator

APPROVED AS TO FORM:

Courtney M. Gaccione, ESQ.
County Counsel

This Municipal Alliance Grant is approved by the Board of Commissioners by Resolution on

Deborah Davis Ford, Clerk
Essex County Board of Commissioners

FORM 1A

FOR COUNTY USE ONLY
Approved: _____ YES _____ NO
Date: _____

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: 2023

Alliance Tier 3

APPLICANT MUNICIPALITY/IES: West Orange	COUNTY: Essex
ALLIANCE NAME: West Orange Municipal Alliance	ALLIANCE WEBSITE:
ALLIANCE STREET ADDRESS: 66 Main Street TOWN: West Orange STATE: NJ ZIP: 07052	
TELEPHONE: (973) 325-4105 Ext.	FAX: (973) 325-9853
ALLIANCE CHAIRPERSON: William Sullivan, JD STREET ADDRESS: Scarinci Hollenbeck, 1100 Valley Brook Avenue, PO Box 790 TOWN: Lyndhurst STATE: NJ ZIP: 07071 EMAIL: wcsullivanjr13@gmail.com	ALLIANCE COORDINATOR: Laura A. Van Dyke, LCSW STREET ADDRESS: 66 Main Street TOWN: West Orange STATE: NJ ZIP: 07052 EMAIL: lvandyke@westorange.org
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): 12 /14 / 2021	

A) Alliance DEDR Allocation \$ 23,580.80

B) Cash Match (must be 25% of DEDR Allocation) \$ 5,837.20

C) In-Kind Match (must be 75% of the DEDR Allocation) \$ 17,685.60

TOTAL ALLIANCE BUDGET (add A+ B+C) \$ 47,103.60

West Orange

Robert D. Parisi

*MUNICIPALITY

NAME/ MAYOR/Head of Governing Body

SIGNATURE

*MUNICIPALITY

NAME/TITLE OF GOVERNING
BODY REPRESENTATIVE

SIGNATURE

*MUNICIPALITY

NAME/TITLE OF GOVERNING
BODY REPRESENTATIVE

SIGNATURE

William Sullivan

ALLIANCE CHAIRPERSON

SIGNATURE

DATE

*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2020-June 2025

FORM 1B

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Township/Borough/City Council of the Township/Borough/City of West Orange, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Township/Borough/City Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township/Borough/City Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Essex;

NOW, THEREFORE, BE IT RESOLVED by the Township/Borough/City of West Orange, County of Essex, State of New Jersey hereby recognizes the following:

1. The Township/Borough/City Council does hereby authorize submission of a strategic plan for the (name) Municipal Alliance grant for fiscal year July 1, 2022 to June 30th, 2023 in the amount of:

DEDR	\$ <u>23,580.80</u>
Cash Match	\$ <u>5,837.20</u>
In-Kind	\$ <u>17,685.60</u>
2. The Township/Borough/City Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
(Name), Mayor/Head of Governing Body

CERTIFICATION

I, (name), Municipal Clerk of the Township/Borough/City of _____, County of _____, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township/Borough/City Council on this (day) day of (month), (year).

Karen J. Carnevale, Municipal Clerk

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2020-June 2025

FORM 1C

STATEMENT OF ASSURANCES

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The activities proposed herein will be conducted in compliance with the provisions of P.L. 1989,c. 51, and in accordance with state and Federal statutes, as well as regulations and policies promulgated by either the state or Federal government.
2. All proposed prevention/early intervention efforts have been coordinated with existing services and systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies and services.
3. The activities proposed herein identify and address identified logic model problem sequence.
4. The Municipal Alliance Committee has been consulted in the development of this strategic plan.
5. The proposed project is designed to be one component within a larger context of planning for alcoholism and drug abuse prevention, education and intervention in the community.
6. The proposal includes provisions for the training of key alliance members. The municipal alliance shall consult with the County Alliance Steering Subcommittee to plan such training.
7. The municipality has committed the necessary financial resources and administrative support to accomplish the activities proposed herein.
8. The municipality shall use the proposed funding to increase the level of funds that would, in the absence of such a grant, be made available by the municipality for the purposes described herein. In no case will funds supplant, or will efforts funded pursuant to section 2 of P.L. 1983, C.531 be duplicated.
9. The municipality shall provide data to the Governor's Council on Alcoholism and Drug Abuse for the purpose of evaluating the effectiveness of the projects funded by this grant program.
10. If the use of funds changes from the uses proposed herein, the municipality shall request a budget revision pursuant to guidelines established by its County Alliance Steering Subcommittee.
11. The municipality shall keep such records and provide such information to the Governor's Council on Alcoholism and Drug Abuse and/or the County Alliance Steering Subcommittee as may be required for fiscal audit.
12. In the event that a final audit has not been performed prior to the closeout of the grant, GCADA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
13. The municipality agrees that in the event that the matching requirement is not met, the county government will only reimburse the DEDR expenses in portion to the percentage of Cash Match and In-Kind that was expended/documented.
14. The facts, figures and representations made in this strategic plan, including exhibits and attachments hereto, are true and correct to the best of my knowledge.

FORM 1D

FISCAL REQUIREMENTS

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The applicant agrees to develop a comprehensive plan to provide matching funds equivalent to the amount of the award.
2. The applicant agrees to submit full and complete records on the manner in which the community intends to acquire matching funds in accordance with County Steering Subcommittee regulations.
3. The applicant agrees to submit detailed and accurate accounting of the expenditures to the funding source in accordance with County Steering Subcommittee regulations.
4. The applicant agrees to submit periodic reports of the progress made in accomplishing the purpose of the grant and the method adopted to satisfy the fundraising goals as requested by the County Alliance Steering Subcommittee.
5. The applicant agrees not to use any of the funds to directly influence legislation or the outcome of an election or to undertake any activity for any purpose foreign to the purpose of this grant.
6. The applicant agrees that each Municipal Alliance is required to provide a 100% match of their Municipal Alliance award with local resources. The matching requirement must be fulfilled with a minimum of a 25% cash match and a 75% in-kind services match. The municipal government is responsible for overseeing that the matching requirement is met.
7. The applicant agrees that if an Alliance does not fully expend their DEDR funding in a grant year, the 25% cash match and 75% in-kind matching requirement will be based upon the actual level of DEDR expenditures within the grant year.
8. The applicant agrees that if the DEDR funding is fully expended but the cash match and in-kind requirement is not met, the County government will not fully reimburse the municipal DEDR expenses.
9. At the end of the fiscal year in which this grant falls, the applicant shall submit a financial statement explaining its use as well as any statistics and narrative which will indicate what this grant has accomplished in accordance with County Alliance Steering Subcommittee regulations.
10. The municipality or lead municipality will maintain information required about cash and in-kind match.



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 17, 2021

Andrew Cangiano, P.E.
Greenman – Pedersen
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

RE: REQUEST FOR PROPOSALS
NJDOT MA – 2022
NANCE ROAD, WARREN ROAD AND KING ROAD

Dear Mr. Cangiano,

The Department of Public Works of the Township of West Orange requests proposals from firms providing both Civil Engineering and Land Surveying Services, which are capable of performing the necessary improvement plans, specifications and bid documents for the following NJDOT Municipal Aid Grant Award:

1. MA – 2022
 - A. Nance Road – Mt. Pleasant Avenue to Warren Road – 2600 linear feet
 - B. Warren Road – Colonial Woods Drive to King Road – 2700 linear feet
 - C. King Road – Crestmont Road to Warren Road – 400 linear feet
- Total Length – 5700 linear feet

The total length of MA – 2022 is 5700 linear feet, within a 50-foot (+/-) right – of – way. Tax maps of these streets are enclosed showing the locations of these streets. Proposals shall be submitted to provide all work required to provide a complete design package as generally described on the enclosed description.

The cost of services shall be for a complete design and bid package including cost estimates, plans and specifications (twenty copies each) for bidding purposes, detour plans, construction stakeout, and cut sheets. Please see attached project specification sheet. This project will be partially funded by a grant from the New Jersey Transportation Trust Fund (NJTTF). All plans, specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications, and shall be submitted for review and approval to the N.J.D.O.T. Local Aid Office in Newark.

Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to advertise for bids upon availability of funds from the NJDOT in summer 2022 pending approval by the NJDOT Local Aid Office. Proposals shall be submitted in writing on or before 10:00 A.M., Monday, December 6, 2021 to the Department of Public Works, 25 Lakeside Avenue, West Orange, New Jersey 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

A separate proposal for construction inspection and certification of completion should also be included if available from your firm.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb
Enc.

**REQUEST FOR PROPOSAL
NOVEMBER 2022**

MA – 2022 IMPROVEMENT OF NANCE ROAD, MT. PLEASANT AVENUE TO WARREN ROAD; WARREN ROAD, COLONIAL WOODS DRIVE TO KING ROAD; KING ROAD, CRESTMONT ROAD TO WARREN ROAD

PROVIDE FIELD SURVEY OF NANCE ROAD, MT. PLEASANT AVENUE TO WARREN ROAD; WARREN ROAD, COLONIAL WOODS DRIVE TO KING ROAD; KING ROAD, CRESTMONT ROAD TO WARREN ROAD TO GATHER INFORMATION REQUIRED FOR ROADWAY RECONSTRUCTION INCLUDING BUT NOT LIMITED TO:

1. STAKEOUT CENTERLINE AT 25' INTERVALS
2. PROVIDE CROSS SECTIONS EVERY 25' AND AT ALL DRIVEWAYS, WALKS, AND STEPS, AND FOR A DISTANCE OF FIFTY FEET BEYOND THE R.O.W. INTO ALL INTERSECTING STREETS. EXTEND BEYOND THE RIGHT-OF-WAY LINE AS NECESSARY FOR THE DESIGN.
3. CENTERLINE PROFILE AND FIFTY FEET BEYOND THE RIGHT-OF-WAY INTO INTERSECTING STREETS
4. LOCATE ALL TREES, SHRUBS, UTILITIES, WALKS, DRIVEWAYS, STRUCTURES – 30' EACH SIDE OF THE CENTERLINE AND FARTHER WHERE NEEDED FOR DESIGN PURPOSES WHERE THERE ARE SIGNIFICANT BREAKS IN GRADE.
5. RIM AND INVERT ELEVATIONS OF ALL STORM AND SANITARY SEWERS, LOCATIONS OF UTILITIES

DESIGN

1. POSSIBLE WIDENING OF CARTWAY OF SECTIONS OF EACH STREET TO PROVIDE CONSISTENT WIDTH
2. NEW CONCRETE SIDEWALKS AND DRIVEWAY APRONS WHERE THEY ARE EXISTING AND POSSIBLY FILLING IN GAPS WHERE DIRECTED
3. GRANITE BLOCK CURBS – 6" FACE, CONCRETE CURBS AT HC RAMPS, ENTIRE LENGTH.
4. MILL EXISTING PAVEMENT & CONSTRUCT NEW 2" SURFACE COURSE OF HMA PLUS LEVELING.
5. CONSTRUCT FULL DEPTH ASPHALT PAVEMENT WHERE REQUIRED EITHER DUE TO DETERIORATED ROADWAY OR A WIDENED SECTION
6. RETAINING WALLS IF REQUIRED
7. PROVIDE NEW MANHOLE CASTINGS FOR SANITARY SEWER MANHOLES, REPAIR MANHOLES AS REQUIRED
8. NEW CATCH BASIN FRAMES, GRATES, CURB PIECE, REBUILD INLETS AS REQUIRED
9. IMPROVE DRAINAGE COLLECTION SYSTEM WHERE DIRECTED. ADD UNDERDRAINS WHERE DIRECTED TO COLLECT LEADER AND SUMP PUMP DISCHARGES
10. PROVIDE COVER SHEET WITH ESTIMATE OF QUANTITIES, PLAN AND PROFILE, CROSS SECTIONS CUT SHEETS, PROVIDE TWENTY COPIES OF PLANS AND SPECIFICATIONS INCLUDING BID DOCUMENTS, CONTRACT AGREEMENTS AND A COST ESTIMATE

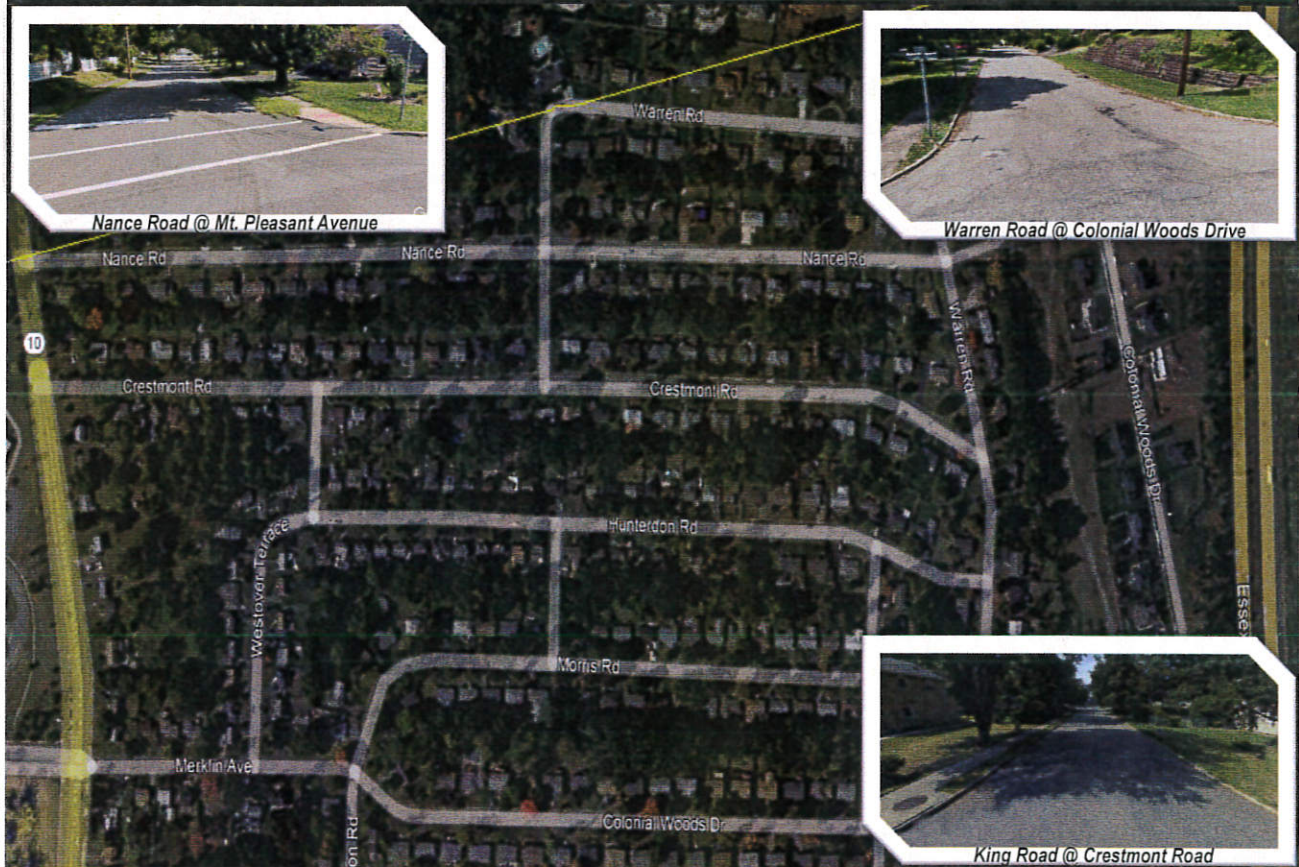
PROPOSAL FOR
PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

NJDOT MUNICIPAL AID – 2022

(NANCE ROAD, WARREN ROAD AND KING ROAD)

WEST ORANGE TOWNSHIP, NEW JERSEY

December 6, 2021



Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | PLANNING | CONSTRUCTION MANAGEMENT

301 Gibraltar Drive – Suite 2A
Morris Plains, NJ 07950

973-377-8500
www.gpinet.com

GPI

ORIGINAL

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December 6, 2021

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

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
NJDOT Municipal Aid – 2022
(Nance Road, Warren Road and King Road)

Dear Mr. Lepore:

Greenman-Pedersen, Inc. (GPI) is very interested in performing Professional Engineering and Surveying Services as outlined in your November 17, 2021 Request for Proposals. We have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project while considering budget constraints.

GPI has also performed numerous projects which received grants under the New Jersey Department of Transportation (NJDOT) Local Aid program, and we are quite familiar with their requirements. We recently completed the 2020 NJDOT Municipal Aid Road Improvement Projects, which were partially funded through the NJDOT Municipal Aid Program and was performed under an expedited schedule.

We understand the Township intends to advertise for bids on this project in summer 2022, pending NJDOT Local Aid approval.

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

Enclosed please find our Proposal to Provide Professional Engineering and Surveying Services for your review, dated December 6, 2021.

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

Very truly yours,


Andrew Cangiano, PE, PP
Director of Engineering
Muhammed S. Assal, PE, CME
Project Manager

AC/MSA/rem

m:\proposals\msa\west orange\municipal aid 2022 - 12-06-2021\municipal aid 2022 proposal.docx

SECTION 1

Scope of Services / Fee Schedule

Greenman-Pedersen, Inc. (GPI) understands that the Township of West Orange requires engineering, surveying, and construction management services necessary for the **NJDOT Municipal Aid – 2022**. Throughout the firm's 55-year history we have provided capital improvement project design to dozens of New Jersey municipalities. We have also served as the municipal engineer for various municipalities throughout the firm's existence. We are very experienced in providing road reconstruction design, plans, specifications and contract documents of a professional nature in a cost effective and timely manner.

We recommend commencing our work with a start-up meeting. This will allow us to understand your concerns and can advance the project in an expeditious manner.

Professional services will include base map preparation, a complete design and bid package or packages including cost estimates, plans and specifications (twenty copies each) for bidding purposes.

We have reviewed the proposed tasks contained in the RFP, visited the sites, and we believe we have a clear understanding of the goals of this project.

The RFP specifies the following improvements:

SURVEYING SERVICES

1. Provide point elevation at centerline at 25' intervals.
2. Provide cross sections every 25' and at all driveways, walks, and steps, and for a distance of 50' beyond the ROW into all intersecting streets. Extend beyond the right-of-way line as necessary for the design.
3. Provide centerline profile and fifty feet beyond the right-of-way into intersecting streets.
4. Locate all trees, shrubs, utilities, walks, driveways, structures – 30' each side of the centerline and farther where needed for design purposes where there are significant breaks in grade.
5. Locate all rim elevations and identify all invert elevations of storm and sanitary sewers and identify locations of utilities.

DESIGN SERVICES

1. Possible widening of cartway of sections of each street to provide consistent width.
2. New concrete sidewalks and driveway aprons where they are existing and possibly filling in gaps where directed.
3. Granite block curbs – 6" face, concrete curbs at HC ramps, entire length.
4. Mill existing pavement and construct new 2" surface course of HMA plus leveling.
5. Construct full depth asphalt pavement where required either due to deteriorated roadway or a widened section.
6. Retaining walls if required.

7. Provide new manhole castings for sanitary sewer manholes, repair manholes as required.
8. New catch basin frames, grates, curb piece, rebuild inlets as required.
9. Improve drainage collection system where directed. Add underdrains where directed to collect leader and sump pump discharges.
10. Provide cover sheet with estimate of quantities, plan and profile, cross sections cut sheets, provide twenty copies of plans and specifications including bid documents and contract agreements, and a cost estimate.

The total length of each road is approximately:

Nance Road – Mt. Pleasant Avenue to Warren Road	2,600 linear feet
Warren Road – Colonial Woods Drive to King Road	2,700 linear feet
King Road – Crestmont Road to Warren Road	<u>400 linear feet</u>

The total length of roads is approximately 5,700 LF, within a fifty-foot (50'±) right-of-way.

SCOPE OF WORK

A. Surveying & Base Mapping

GPI will provide a field survey which will include, but will not be limited to, the following items:

1. Establishment of centerline of existing street;
2. Centerline points provided at 25' intervals;
3. Cross sections every 25' and at all driveways, walks, and steps, and for a distance of fifty feet beyond the right-of-way into all intersecting streets. All sections will extend a sufficient distance beyond the right-of-way as necessary to design the roadway and improvements and to provide a grade transition;
4. Centerline profile and fifty feet beyond the right-of-way into intersecting streets;
5. Location of all trees, shrubs, utilities, walks, driveways, structures – 30' each side of the centerline and farther where needed for design purposes where there are significant breaks in grade;
6. Locate all storm and sanitary sewers, rim elevations and utility locations, and invert elevations as required for design purposes; and
7. Right of way will be shown from available Township Tax Map information.

B. Design and Bid Documents

1. Before commencing the design, we will meet with you to review the specific requirements, including reviewing each street in the field. We will coordinate our efforts with your Department throughout the project.
2. We will prepare engineering plans for each street at an anticipated scale of 1" = 20' utilizing the base mapping prepared under Task A.
3. Curb ramp design will detail the construction of ADA compliant curb ramps utilizing NJDOT curb ramp standards and details. Curb will be granite 6" face, concrete curbs at ADA ramps.
4. Construct new granite curb for entire length of all roads and full depth asphalt pavement where required.
5. Milling of existing pavement and construction of new 2" surface course of Hot Mix Asphalt.
6. New manhole castings for sanitary sewer manholes, repair manholes as required and new catch basin frames, grates, curb piece, rebuild inlets as required.
7. We will prepare suitable detour plans for each roadway closure, if needed. Detour plans will depict detour routes with signage on to local and or County roadways as required for the roadway milling and resurfacing operations.
8. All design criteria will comply with the current NJDOT and MUTCD specifications.
9. We will prepare a complete set of specifications.
10. A final Engineer's Estimate of Construction will also be prepared.
11. All plans and specifications will be in accordance with the New Jersey Department of Transportation Standard Specifications and we will submit them for review by the NJDOT Local Aid Office.
12. We will prepare and submit twenty (20) sets of Contract Documents.

FEE SCHEDULE – Surveying & Design

Our fee for the above services for each project is:

	Survey Fee	Design Fee	Total Fee
NJDOT Municipal Aid – 2022	\$18,540.00	\$15,500.00	\$34,040.00

FEE SCHEDULE – Construction Inspection & Certification of Completion

The time required to perform construction inspection services is a function of established contract duration(s), contractor's schedule, and the Township's need for part-time or full-time inspection. We will provide construction inspection services to fit with the Township's needs. The services will be provided on an hourly basis.

Our fee for the above referenced services is as follows:

Construction Administration/Construction Inspection Services	\$95.00/hr.
Construction Inspection Overtime Rate	\$142.50/hr.

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on December 10, 2020, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$	160.00
SENIOR PROJECT MANAGER, ENGINEERING	\$	145.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$	145.00
SENIOR DESIGNER	\$	120.00
DESIGNER	\$	95.00
INSPECTOR	\$	95.00
ENGINEERING TECHNICIAN	\$	80.00
PROFESSIONAL LAND SURVEYOR	\$	160.00
SENIOR PROJECT MANAGER, SURVEYING	\$	145.00
PROJECT SURVEYOR	\$	120.00
SURVEYING TECHNICIAN	\$	80.00
PARTY CHIEF	\$	95.00
INSTRUMENT PERSON	\$	75.00
TECHNICAL TYPIST	\$	50.00

SECTION 2

Personnel Assignments

For this project, GPI will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within GPI's Engineering and Surveying Departments.

Muhammed S. Assal, PE, CME, Project Manager, will be responsible for the overall design, contract adherence, and overall project supervision. Mr. Assal is quite familiar with the Township of West Orange, having worked on several other Township projects in recent years. He will be assisted by Engineering Department staff members **Michael A. Wallo, PE, CME**, Assistant Director of Engineering/Project Engineer and **Michael E. Pirog, EIT**, Designer. Quality Assurance-Quality Control (QAQC) will be performed by **Andrew Cangiano, PE, PP, CME**, Director of Engineering – Morris Plains Office.

SECTION 3

Project Schedule

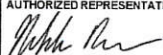
We are committed to adhering to the Township's goal to advertise for bids by **Summer of 2022**. We anticipate work will proceed within one (1) week after the award of contract. GPI has the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township's goal.

We have assumed a June 15, 2022 contract award and have prepared the following Project Schedule:

	June 15, 2022 (Assumed Contract Award)	Project Schedule				
		January 2022	February 2022	March 2022	April 2022	May 2022
1	Surveying Services	■				
2	Design of Preliminary Plans/Specs		■			
3	Township Review and Comment		■			
4	NJDOT Preliminary Review			■		
5	Final Plans and Specifications				■	
6	Bid Coordination				■	■

SECTION 4

Sample Insurance Certificate

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/30/2020		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042			CONTACT NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338 E-MAIL ADDRESS: jkozarsky@genattgrp.com			
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950			INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity & Liability Company 38318 INSURER B: Berkley Insurance Company 32603 INSURER C: XL Specialty Insurance Company 37885 INSURER D: American Guarantee & Liability Insurance Company 26247 INSURER E: Merchants National Insurance Company 12775 INSURER F: Westchester Surplus Line Insurance Company 10172			
COVERAGES CERTIFICATE NUMBER: 1415412610 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO JECT ☒ LOC ☐ OTHER		1000025533201	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		1000198539201	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
FED	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		G71780296002 EXL0001855 AEC 6439062-01	12/31/2020 12/31/2020 12/31/2020	12/31/2021 12/31/2021 12/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1000002543 1000002541	12/31/2020 12/31/2020	12/31/2021 12/31/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Property ☒ Professional Liability		UM00082200MA20A AEC903389901	12/31/2020 12/31/2019	12/31/2021 12/31/2021	Valuable Papers \$250,000 Each Claim \$1,000,000 Aggregate \$3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER SAMPLE FOR INFORMATIONAL PURPOSES ONLY				CANCELLATION 30 day notice applies SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2016/03)

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

**Proposal for Civil Engineering and Land Surveying Services
NJDOT MA – 2022 - Nance Road, Warren Road and King Road
Township of West Orange**

December 6, 2021

Dear Mr. Lepore,

412 Mount Kemble Avenue
Suite G22
Morristown NJ 07960
United States of America

T +1 (908) 730 6000
F +1 (973) 267 2890
www.mottmac.com

Mott MacDonald is pleased to submit this proposal for civil engineering and land surveying services in connection with the above-referenced project, as requested in your RFP dated November 17, 2021.

The services that we propose to provide to the Township relative to the subject project are as identified in your November 17, 2021 RFP and clarified in the attached Scope of Services. These services will be administered and conducted out of Mott MacDonald's offices located in Morristown, New Jersey, with support of additional staff at MacDonald's headquarters in Iselin, New Jersey, if needed.

SCOPE OF WORK

Mott MacDonald will provide field survey and design of Nance Road, Mt. Pleasant Avenue to Warren Road; Warren Road, Colonial Woods Drive to King Road; King Road, Crestmont Road to Warren Road to gather information required for roadway reconstruction. The following represents clarifications to the Scope of Work provided with the RFP:

Field Survey & Base Mapping

1. Location of roadway edge, curb top and bottom, sidewalk locations, detectable warning surfaces and ADA ramps for illustration of project limits and quantity takeoffs.
2. Our survey will provide locations of all storm, water, and sanitary sewer structures and approximate locations of utilities based on available utility markouts/mapping and structures visible at grade.

Design

Mott MacDonald's engineering design will conform to the following general guidelines:

1. Design of resurfacing of asphalt pavement, including milling of existing pavement and construction of a new 2" surface course. A typical cross-section will be generated for all roads. Detailed profiles and cross-sections are not proposed.
2. Cartway Width – Review and design of possible widening of cartway width of sections of each street to provide consistent width throughout.
3. Granite block curbs — Design new curbing for entire project limits with 6" face, and provide concrete curbs at HC ramps. Elevation of curbs to be specified to be 6" and meet existing road elevations.
4. Sidewalks — Provide handicapped ramps with detectable warning surfaces where required. Standard NJDOT details will be provided and the type of ramp specified on the plan sheets.
5. Driveways – Asphalt driveway apron repairs as a result of the block curb reconstruction, as well as possibly filling in gaps where directed.
6. Restoration – Grass restoration as a result of the block curb reconstruction
7. Drainage improvements – Design drainage improvements to collect sump pump discharge, eliminate ponding water and pavement groundwater bleed through as required.
8. New storm water catch basin frames, grates and curb pieces. Repair to inlets and storm manholes as required.
9. Plan set to include cover sheet with estimate of quantities, roadway plan and profile, road cross sections and details.

Twenty copies of plans and specifications including bid documents and contract agreements will be provided. All work will be in accordance with the New Jersey Department of Transportation standard specifications as supplemented.

SCHEDULE

Mott MacDonald anticipates the following work schedule for the proposed project:

Field Survey / Base Mapping	4 Weeks
Design / Plans & Specifications.....	6 Weeks

COST OF SERVICES

Mott MacDonald proposes to complete the noted scope for the lump sum price of \$47,000.00. As requested, our rate schedule is attached for use on any additional work that may arise.



Based upon our submission, we trust that you will find Mott MacDonald's proposal responsive to the RFP which you have issued for the Street Improvements to Nance Road, Warren Road and King Road III Project. Should you have any questions regarding the information contained in this proposal, please feel free to contact us. We thank you in advance for this opportunity to submit this proposal to you, and look forward to taking part in this assignment.

Very truly yours,

MOTT MACDONALD, LLC

A handwritten signature in black ink, appearing to read 'John Ruschke'. The signature is fluid and cursive, with a large initial 'J' and 'R'.

John K. Ruschke, PE
Vice President
Municipal & County Services
T 908.238.5000 F 973.267.2890
john.ruschke@mottmac.com



Township of West Orange 2022 Hourly Rate Table

Principals / Principal Project Managers / Principal Engineers	\$195.00 to \$260.00
Sr. Project Engineer / Sr. Project Manager /	
Sr. Project Geologist / Sr. Project Scientist	\$155.00 to \$260.00
Sr. Specialist V / Sr. Designer V	\$135.00 to \$190.00
Sr. Inspector IV/V / Sr. Surveyor IV/V	\$120.00 to \$195.00
Project Engineer / Engineer IV / Project Architect / Architect IV /	
Project Manager	\$135.00 to \$215.00
Project Geologist / Geologist IV / Project Scientist / Scientist IV.	\$ 110.00 to \$172.00
Engineer II/III / Architect II/III.	\$105.00 to \$175.00
Specialist III/IV / Designer III/IV.	\$ 85.00 to \$152.00
Scientist II/III / Geologist II/III.	\$ 77.00 to \$125.00
Engineer I / Architect I	\$ 80.00 to \$120.00
Scientist I / Geologist I.	\$ 70.00 to \$ 92.00
Inspector III / Surveyor III / Specialist I/II	\$ 75.00 to \$119.00
Assistant Surveyor I/II / Assistant Inspector I/II	\$ 80.00 to \$ 92.00
Technicians	\$ 64.00 to \$ 88.00
Administration / Project Support	\$ 66.00 to \$122.00

* Hourly rates for special consultations and services in conjunction with litigation are available on request.

EXPENSES

Personal Auto / Company Auto	\$0.56 ¹ / mile
Company Vans / Company Pick-Up	\$0.56 ¹ / mile
Photocopies & Offset Reproduction	Variable
UPS / Federal Express /Postage /Messenger Service	Variable
Subcontractors (including Contract Laboratory)	Direct + 15%
Mobile Devices	Variable
Field Equipment	Variable
Travel / Lodging Per Diem	As Incurred

¹per IRS standard mileage rate (rate as of January 1, 2021 is shown – subject to change)

Invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges of 1.5% per month.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.



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

**Proposal for Construction Inspection Services
NJDOT MA – 2022 - Nance Road, Warren Road and King Road
Township of West Orange**

December 6, 2021

Dear Mr. Lepore,

412 Mount Kemble Avenue
Suite G22
Morristown NJ 07960
United States of America

T +1 (908) 730 6000
F +1 (973) 267 2890
www.mottmac.com

Mott MacDonald is pleased to submit this proposal for construction inspection and certification of completion services in connection with the above-referenced project, as requested in your RFP dated November 17, 2021.

The services that we propose to provide to the Township relative to the subject project are as identified in your November 17, 2021 RFP and clarified in the attached Scope of Services. These services will be administered and conducted out of Mott MacDonald's offices located in Morristown, New Jersey, with support of additional staff at MacDonald's headquarters in Iselin, New Jersey, if needed.

SCOPE OF WORK

Mott MacDonald will provide construction inspection and certification of completion services of Nance Road, Mt. Pleasant Avenue to Warren Road; Warren Road, Colonial Woods Drive to King Road; King Road, Crestmont Road to Warren Road for roadway reconstruction. The following represents clarifications to the Scope of Work provided with the RFP:

Construction Inspection Services

1. Managing the contract by preparing and submitting all required NJDOT documents during construction in order to meet local aid grant requirements.
2. Requesting, receiving and reviewing required contract related documents.
3. Preparing agenda, coordinating, scheduling, leading the pre-construction meeting and preparing and distributing meeting minutes.
4. Receiving, reviewing contractor's invoices, preparing engineer's estimates for partial payment vouchers, final vouchers and final change order.
5. Attending any field meetings with the contractor and inspector that may arise during the course of construction.

6. Full time inspection services (for six weeks) will be provided to maintain compliance with the design plans and specifications.

All work to be inspected will be in accordance with the New Jersey Department of Transportation standard specifications as supplemented

Certificate of Completion Services

1. Preparing and coordinating all documents required by the NJDOT for final reimbursement and project closeout.

SCHEDULE

Mott MacDonald anticipates the following work schedule for the proposed project:

Construction Inspection6 Weeks

Certification of Completion2 Weeks

COST OF SERVICES

Mott MacDonald proposes to complete the noted scope for the lump sum price of \$51,000.00. As requested, our rate schedule is attached for use on any additional work that may arise.

Based upon our submission, we trust that you will find Mott MacDonald's proposal responsive to the RFP which you have issued for the Street Improvements to Nance Road, Warren Road and King Road III Project. Should you have any questions regarding the information contained in this proposal, please feel free to contact us. We thank you in advance for this opportunity to submit this proposal to you, and look forward to taking part in this assignment.

Very truly yours,

MOTT MACDONALD, LLC



John K. Ruschke, PE
Vice President
Municipal & County Services
T 908.238.5000 F 973.267.2890
john.ruschke@mottmac.com

Township of West Orange 2022 Hourly Rate Table

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Project Engineer / Engineer IV / Project Architect / Architect IV /	
Project Manager	\$135.00 to \$215.00
Project Geologist / Geologist IV / Project Scientist / Scientist IV.	\$ 110.00 to \$172.00
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Specialist III/IV / Designer III/IV.	\$ 85.00 to \$152.00
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Photocopies & Offset Reproduction	Variable
UPS / Federal Express /Postage /Messenger Service.....	Variable
Subcontractors (including Contract Laboratory).....	Direct + 15%
Mobile Devices	Variable
Field Equipment.....	Variable
Travel / Lodging Per Diem.....	As Incurred

¹per IRS standard mileage rate (rate as of January 1, 2021 is shown – subject to change)

Invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges of 1.5% per month.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.



December 6, 2021

Via Electronic Mail (Llepore@westorange.org) & Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore
Director of Public Works, Municipal Engineer

Re: Township of West Orange, County of Morris, State of New Jersey
Professional Civil Engineering & Land Surveying Services
Request for Proposals
NJDOT MA – 2022 Nance Road, Warren Road, & King Road
Our File No.: Proposal SCE-P12709.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for Civil Engineering and Land Surveying Services to the Township of West Orange Department of Public Works (Township) for survey and preparation of improvement plans, specifications, and bid documents for the 2022 New Jersey Department of Transportation (NJDOT) Municipal Aid Grant Award (MA- 2022). This comprises Nance Road – Mount Pleasant Avenue to Warren Road (2,600 linear feet (LF)); Warren Road – Colonial Woods Drive to Warren Road (2,700 LF); and King Road – Crestmont Road to Warren Road (400 LF).

SCE has reviewed the Request for Proposal (RFP) dated November 17, 2021, is very familiar with the Township and subject area, and familiarized ourselves with the project specifics. It is understood the total length of MA – 2022 is 5,700 LF within a 50-foot (+/-) Right-of-Way (R.O.W.). SCE has reviewed all the maps and tax maps that were included in the RFP, and our proposal includes all work required to provide a complete design and bid package including cost estimates, plans, and specifications (twenty (20) copies each) for bidding purposes, detour plans, construction stakeout, and cut sheets.

It is understood this project will be partially funded by a grant from the New Jersey Transportation Trust Fund (NJTTF). All plans, specifications, and bid documents will be in conformance with the latest NJDOT specifications and will be submitted for review and approval to the NJDOT Local Aid Office (LAO) in the City of Newark.

All services for this project will be overseen by a State of New Jersey Licensed Professional Land Surveyor (PLS) and a State of New Jersey licensed Professional Engineer (PE).



Scope of Services

SCE proposes the following scope of services for each task in accordance with the RFP.

TOPOGRAPHIC SURVEY

SCE will provide a Topographic Survey for the purposes of the design of improvements to the existing streets. This will include a level of detail required for a mill and overlay project with some drainage and ADA ramp improvements. SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project areas will be developed from the site survey, with a maximum scale of one inch equals thirty feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out, the visible surface structures, and review of previously available mapping provided to SCE. All available utility information will be identified and noted at both surface and subsurface levels.

The field survey work will depict current site conditions, surface features, and topography which will extend approximately fifty (50) feet beyond the gutter line limits of the intersecting roadways. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and ADA improvements.

It should be noted that a Right-of-Way (R.O.W.) survey of each roadway or establishment of the adjacent property lines is not included in this scope of work. Should either of these surveys be required, a separate proposal for such services will be provided.

SCE will provide a field survey of Nance Road (Mount Pleasant Avenue to Warren Road), Warren Road (Colonial Woods Drive to King Road), and King Road (Crestmont Road to Warren Road) to gather the information required for roadway reconstruction. Tasks will include:

- Stakeout center line at 25-foot intervals.
- Provide cross sections every 25-feet and at all driveways, walks, and steps, and for a distance 55-feet beyond the R.O.W. into all intersection streets and will extend beyond the R.O.W. line as necessary for the design.
- Centerline profile and fifty feet beyond the right-of-way into intersecting streets.



- Locate all trees, shrubs, utilities, walks, driveways, structures – 30-feet each side of the centerline and farther where needed for design purposes where there are significant breaks in grade.
- Rim and invert elevations of all storm and sanitary sewers, and utility locations.

It should also be noted we are anticipating that the Township, prior to our start of field work, will coordinate with all known utilities (sewer, water, gas, electric, cable, etc.) in the area and have them marked out. Also, the Township shall confirm that all storm sewer structure grates and sanitary sewer manhole covers are loosened and removable by our survey field crew.

DESIGN

Upon completion of the survey for each road, SCE will review possible widening of the cartway of sections of each street to provide consistent widths. SCE will meet with the Township to discuss the widening improvements, and other areas of concern, before finalizing the layout of each road.

SCE is then prepared to provide the Township with a complete road program plan set including milling and paving where possible with supplemental full reconstruction where necessary. The plans will call for the replacement of all six-inch (6") granite block curb, the replacement and/or installation of concrete sidewalks and driveway aprons, and will include the design of handicap ramps and upgrades to catch basins and manholes as necessary. SCE anticipates reviewing the existing drainage collection system and upgrading where necessary. SCE will also review areas where underdrains can collect leader and sump pump discharges and discharge directly into the Townships storm sewer system. SCE will prepare cross sections for the roadways at 50-foot intervals. Driveway sections will be prepared, and critical sections will be provided in the plan set.

SCE will provide a cover sheet with estimate of quantities, plan and profile sheets, cross sections cut sheets at 50-foot intervals, and provide twenty (20) copies of plans and specifications including bid documents, contract agreements, and a cost estimate.

SCE will provide the Township with twenty (20) copies of the complete set of design and bid package including cost estimates, plans and specifications for bidding purposes. The complete design will provide for drainage collection and conveyance improvements, new curbs, new sidewalks where existing, driveway and walkway adjustments, and new full depth asphalt pavement. SCE also understands that Township intends to advertise bids for this project in the Summer of 2022.

Reimbursable Expenses

A reimbursable fee for expenses is included as a separate line item below for all anticipated expenses associated with this project. Additional expenses will be billed on



a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees and printing expenses.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project fee Lump Sum limit indicated below.

▪ Topographic Survey	\$ 16,250
▪ Design	\$ 27,945
▪ <u>Reimbursable Expenses (Allowance)*</u>	\$ 2,000
TOTAL LUMP SUM FEE	\$ 46,195

**Includes twenty (20) Sets of Plans & Specifications including bid documents and contract agreements (\$75 per set).*

Project Schedule

SCE is prepared to commence services within two (2) weeks of authorization to proceed. We anticipate the final survey being completed within three (3) weeks and design to commence upon completion of same. This schedule is weather permitting and will require additional time if roads become snow covered and/or inaccessible.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour



- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Metes and bounds description.
- Location of subsurface conditions (utilities) unless exposed for measurement.
- Conditions which a complete and accurate title search would disclose.
- Detection of environmental conditions such as wetlands or hazardous materials.
- Surveying services other than previously indicated.
- Owner or Contractor-initiated changes.
- Review agency required revisions.



- Application and permit fees.
- Attendance at the bid opening.
- Bid review and recommendation.
- Bid tabulation.
- NJDOT SAGE Coordination.
- Soil Erosion and Sediment Control permit.
- Zoning Board and Planning Board application preparation.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers,



directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.



Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.



If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12709.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Daren J. Phil, PE, PP, CME, Vice President/ Director of Engineering

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name and Title)

Enclosure

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dale Group
PO Box 6
Florham Park NJ 07932

CONTACT NAME: Tina Taran

PHONE (A/C, No, Ext): 973-377-7000

FAX (A/C, No): 973-377-4614

E-MAIL ADDRESS: tinat@dalegroup.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Continental Casualty Company

20443

INSURER B : National Fire Ins. of Hartford

20478

INSURER C : CNA

INSURER D :

INSURER E :

INSURER F :

INSURED
Suburban Consulting Eng. Inc.
96 Hwy RT 206 Suite 101
Flanders NJ 07836

SUBUR-7

COVERAGES

CERTIFICATE NUMBER: 1934273376

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	5085943435	2/24/2021	2/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	5085606943	2/24/2021	2/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0	Y	Y	5088136652	2/24/2021	2/24/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	585943516	2/24/2021	2/24/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab Pollution Liability			AEH004316497 AEH004316497	2/24/2021 2/24/2021	2/24/2022 2/24/2022	Claim/Occurrence Aggregate \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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December 6, 2021

Via Electronic Mail (Llepore@westorange.org) & Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore,
Director of Public Works, Municipal Engineer

Re.: Township of West Orange, County of Morris, State of New Jersey
Professional Civil Engineering & Land Surveying Services
NJDOT MA – 2022 Nance Road, Warren Road, & King Road
Construction Inspection
Our File No.: Proposal SCE-P12709.021

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for construction inspection and certification of completion services to the Township of West Orange (Township) for the NJDOT MA – 2022 Improvement of Nance Road, Warren Road, and King Road project. Our scope of services for this work is further delineated below.

Scope of Services

SCE is prepared to provide any of the services outlined below, if authorized by the Township.

- Pre-Construction kickoff meeting coordination.
- Prepare pre-construction meeting agenda and chair meeting. Minutes will be prepared.
- Review shop drawings.
- Address request for information (RFI's).
- Provide on-site construction observation during all critical phases of the work.
- Advise Township on project progress.
- Review all Contractor payment requests and make recommendations to Township for payment.
- Provide for punch-list inspection of the work.
- Final closeout of project.



- Make recommendations to Township for acceptance of the work and certification of completion.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour
- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost



- For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act,



error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.



Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.



If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12709.021) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Daren J. Phil, PE, PP, CME, Vice President/ Director of Engineering

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name and Title)

illy & Luis General Construction

Landscaping and Tree Service

Dean Street

West Orange NJ 07052

township of West orange,

in Luis Calle with LTCO #898 . This letter is to explain
at the ash tree is in hazardous conditions. The reason
why is because its is dead and fall down into someone
something. This is for property 3 Bakley Terrace,
West Orange, NJ. Any further question feel free to call
e at 9738419147.

ncerely,





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

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

December 6, 2021

Via Electronic (Engineering@westorange.org) & 1st Class Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Leonard R. Lepore, Municipal Engineer
Director of Public Works

**Re: Professional Engineering & Surveying Services
NJDOT MA - 2022
Nance Road, Warren Road and King Road
West Orange, Union County, New Jersey
Proposal No.: 2021-275**

Dear Mr. LePore:

CME Associates is pleased to present our proposal for the design (Civil Engineering and Land Surveying Services) permitting and bid phase services for the above referenced project for the preparation of construction plans, specifications and bid documents for the NJDOT Municipal Aid Grant funded project. Based on the request for proposal our office received, it is our understanding these services will include the reconstruction of the following roadways:

- Nance Road - Mt. Pleasant Avenue to Warren Avenue – 2600 Linear feet
- Warren Road – Colonial Woods Drive to King Road – 2700 Linear feet
- King Road – Crestmont Road to Warren Road – 400 Linear feet

Total Length= 5700 Linear feet

The improvements will include the following:

- New granite block curbing along with entire length of the roadways with concrete curbing at the curb ramps;
- New concrete sidewalks and driveway aprons where they are existing and filling in gaps where directed;
- Widening of the cartway width required to provide a consistent width;

S:\West Orange\Proposals\21-12-03 Nance Road, ML Pleasant, Colonial Woods.docx



Leonard R. Lepore, Municipal Engineer
Township of West Orange
RE: Proposal for Nance Road, Warren Road and King Road

December 6, 2021
Our File No. 2021-275

- Improve the drainage system including new PPT underdrains to collect leader and sump pump discharges;
- Provide new castings for sanitary sewer manholes;
- Reconstruct drainage inlets with new frames, grates and curb pieces; and,
- Mill and overlay the roadway with full depth asphalt pavement where required.

With this being said, we anticipate the following scope of services:

PHASE I – SURVEYING AND BASE MAP PHASE

Work in this phase will include preparation of base mapping for use in the design of the construction plans. Our survey work will include detailed field survey information including establishing 1 foot contours in NAVD 88 datum. The field survey will locate all existing visible surface features such as curb, sidewalk, trees, mailboxes, street signs, shrubs, pavement markings, utility poles, street lights, hedges, fences, landscaped areas, drainage leader connections and driveways within the street right-of-way. We will also provide location of utilities, as listed below, where necessary and items within the project limits and 10' behind curbs. This information will be utilized as the base map for the project construction plans. Approximate property lines will be established utilizing located property markers and tax map information.

While preparing the above referenced survey/base map and upon completion, the following tasks will be included:

1. The preparation of a base survey showing all existing improvements along the roadways within right-of-way with a 25-foot overlap and easement areas.
2. Location of all existing physical surface features such as curb, sidewalk, trees, mailboxes, street signs, shrubs, pavement markings, utility poles, street lights, hedges, fences, landscaped areas, drainage leader connections and driveways within the street right-of-way/easement will be provided. Also included will be the location of utilities, such as storm sewer, sanitary sewer, gas, water, electric and telecommunications, where necessary.
3. Profile elevations and cross sections will be established at 25-foot intervals along the roadway to the width of the existing right-of-way and at necessary horizontal and vertical break points.
4. As described above, datum NAVD88 shall be used for all vertical control, along with the use of NAD83 for all horizontal control.



Leonard R. Lepore, Municipal Engineer
Township of West Orange
RE: Proposal for Nance Road, Warren Road and King Road

December 6, 2021
Our File No. 2021-275

5. Driveway profiles will be established where drainage problems have been cited and where the difference in grade from the roadway is causing drainage to be directed towards the abutting properties.
6. The preparation of survey data based on the appropriate datum and three (3) vertical bench marks will be provided evenly spaced throughout the project.

PHASE II – DESIGN PHASE

The work in this phase will involve but not be limited to the following:

1. Prepare construction plans and construction cost estimates, which designate the areas to be reconstructed, as well as the locations of curb, handicapped curb ramps, and driveway aprons to be constructed. As required in the RFP, centerline grades with cut/fill information and cross sections will be provided at 25' intervals.

Construction Plans will consist of the following:

- i. Cover Sheet
 - ii. General Notes and Distribution of Quantities
 - iii. Overall Location Plan
 - iv. Construction Plans
 - v. Drainage and Grading Plan
 - vi. Cross Sections at 25' intervals
 - vii. Curb Ramp Grading Plan
 - viii. Traffic Striping and Signage Plan
 - ix. Traffic Control Plan and Details
 - x. Construction Details
2. Prepare contract documents and specifications required for public bid in accordance with the New Jersey Local Public Contracts Law. Detailed specifications will be provided for the items to be included in the contract, along with an outline of the project. Twenty (20) sets of contract documents will be provided.
 3. Attend two (2) design meetings with the Township and one (1) public meetings to secure approval for the project.



Leonard R. Lepore, Municipal Engineer
Township of West Orange
RE: Proposal for Nance Road, Warren Road and King Road

December 6, 2021
Our File No. 2021-275

4. CME will provide the Township with a set of mylar plans, a computer CAD DWG file of the construction drawings in AutoCAD format, and an electronic copy of the specifications.

Soil Conservation Permit

Since the extent of site disturbance is expected to exceed 5,000 square feet, the work in this phase will involve the preparation of the necessary application to the Hudson Essex Passaic Soil Conservation District for a Soil Erosion and Sediment Control permit. The cost of application permit fees will be the responsibility of the Township.

PHASE III – PUBLIC BIDDING PHASE

This phase will include the following services to publicly bid the project in accordance with the Local Public Contracts Law:

1. Provide Bid Documents to Prospective Bidders, as needed;
2. Provide Addenda for Clarification of Project Specifications;
3. Attend Bid Opening;
4. Analyze Responsible Bids and Recommend Contract Award;
5. Coordinate with the Township, as needed.

Summary of Fee Estimates

We will provide the necessary engineering services as described above based upon the following lump sum fee amounts:

– Phase I – Surveying and Base Map Phase.....	\$32,000.00
– Phase II – Design Phase.....	\$30,000.00
– Phase III – Public Bidding Phase.....	\$2,000.00
Total Lump Sum Fee.....	\$64,000.00



Leonard R. Lepore, Municipal Engineer
Township of West Orange
RE: Proposal for Nance Road, Warren Road and King Road

December 6, 2021
Our File No. 2021-275

Exceptions:

- Construction Phase Services are not included at this time. Should these services be required by the Township, our office requests the opportunity to provide a fee for same.
- It is recommended that pavement cores be prepared prior to the design to identify locations where full pavement depth reconstruction is required. Our office has included in our fee obtaining quotes for pavement cores which would be authorized separately by the Township.
- Construction Stake Out is not included in this scope of services. Should same be required, our office requests the opportunity to provide a fee for same.
- Any work not specified as listed in the above phases shall be considered additional services and will be invoiced at the time said work is authorized by the Township.
- Application and permit fees have been excluded from this proposal and will be paid by the Township directly to the outside agency.
- Any Licensed Site Remediation Professional (LSRP) and/or soil boring/testing work has been excluded

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,
CME Associates



Trevor J. Taylor, PE, PP, CME
Principal

TT:pv

Enclosure: Rate Schedule



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2022

Senior Project Manager	\$177.00 Per Hour
Project Manager	\$176.00 Per Hour
Project Leader	\$174.00 Per Hour
Professional Engineer	\$173.00 Per Hour
Senior Project Engineer.....	\$169.00 Per Hour
Project Engineer	\$149.00 Per Hour
Senior Design Engineer.....	\$136.00 Per Hour
Design Engineer.....	\$129.00 Per Hour
Senior Engineering Technician.....	\$122.00 Per Hour
Drone Pilot.....	\$135.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$115.00 Per Hour
Drone Technician	\$ 75.00 Per Hour
Professional Land Surveyor	\$171.00 Per Hour
Land Surveyor	\$152.00 Per Hour
Robotic Total Station	\$ 74.00 Per Hour
Party Chief.....	\$129.00 Per Hour
Survey Technician	\$100.00 Per Hour
Resident Engineer	\$154.00 Per Hour
Chief Construction Engineer.....	\$145.00 Per Hour
Senior Construction Engineer.....	\$122.00 Per Hour
Construction Engineer	\$116.00 Per Hour
Chief Construction Technician.....	\$100.00 Per Hour
Senior Construction Technician.....	\$ 89.00 Per Hour
Construction Technician.....	\$ 83.00 Per Hour
Technical Assistant.....	\$ 96.00 Per Hour
Senior CAD Technician	\$127.00 Per Hour
Licensed Landscape Architect.....	\$172.00 Per Hour
Senior Landscape Designer	\$154.00 Per Hour
Certified Tree Expert	\$137.00 Per Hour
Landscape Designer.....	\$123.00 Per Hour
Director of Planning	\$177.00 Per Hour
Professional Planner	\$176.00 Per Hour
Project Planner.....	\$146.00 Per Hour
Planning Technician	\$125.00 Per Hour
Partner.....	\$180.00 Per Hour
Principal.....	\$179.00 Per Hour
Managing Partner/Administrative Partner.....	\$189.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.





Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.



RESOLUTION

A Resolution Designating the Entire Township as an Area in Need of Rehabilitation, Pursuant to N.J.S.A. 40A:12A-14

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation or redevelopment; and

WHEREAS, in accordance with the Redevelopment Law, on August 17, 2021, the Township of West Orange (the “**Township**”) adopted Resolution 210-21, proposing the designation of all properties within the Township as an area in need of rehabilitation pursuant to *N.J.S.A. 40A:12A-14a*, inclusive of any and all streets, “paper” streets, private drives and right of ways (the “**Area**”) and referring such resolution to the Township of West Orange Planning Board (the “**Planning Board**”) for review and recommendation, pursuant to *N.J.S.A. 40A:12A-14(a)*; and

WHEREAS, attached to Resolution 210-21 was a report prepared by Leonard R. Lepore, P.E., the engineer for the Township, a copy of which is attached hereto as Exhibit A (the “**Rehabilitation Report**”), stating that the Area meets the criteria set forth in subsections (2) and (6) of Section 14 of the Redevelopment Law, *N.J.S.A. 40A:12A-14(a)*, as: (i) more than half the housing stock in the delineated area is at least 50 years old, and (ii) a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance; and that a program of rehabilitation is expected to prevent further deterioration and to promote the overall development of the Township in accordance with the requirements of Section 14 of the Redevelopment Law, *N.J.S.A. 40A:12A-14(a)*; and

WHEREAS, on September 1, 2021, at its regular meeting, the Planning Board reviewed Resolution 21-21 and the Rehabilitation Report and the Planning Board agreed that the Rehabilitation Report supported a conclusion that the Area satisfied the statutory criteria to be designated as an area in need of rehabilitation under Section 14 of the Redevelopment Law, *N.J.S.A. 40A:12A-14(a)* and, accordingly, voted to recommend the adoption of a resolution designating the Area as an area in need of rehabilitation.

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

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Township Council hereby designates the Area, comprising the entirety of the Township, as an area in need of rehabilitation pursuant to Section 14 of the Redevelopment Law, *N.J.S.A. 40A:12A-14(a)*.

Section 3. This resolution shall take effect immediately.

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

Cindy Matute-Brown
Council President

Adopted: December 14, 2021



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

August 11, 2021

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, NJ 07052

RE: **AREA IN NEED OF REHABILITATION**
TOWNSHIP WIDE DESIGNATION

Mayor Parisi, Council President Matute-Brown and Council Members:

Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-14, the entire area of the Township of West Orange may be designated an area in need of rehabilitation due to the age of the Township's housing stock, sanitary sewer infrastructure and water infrastructure. Specifically, N.J.S.A. 40A:12A – 14(a) states the governing body may designate all or part of the Municipality as being in need of rehabilitation if it determines by Resolution that more than half of the housing stock in the delineated area is at least 50 years old and/or there exists in that area conditions such that a majority of the sanitary sewer and water infrastructure is at least 50 years old and is in need of repair or substantial maintenance. Most of the development of the Township, including housing and the infrastructure needed to support the community such as roadways, sanitary sewers and water mains, occurred prior to 1971 or more than 50 years ago.

To evaluate the age of the Township's housing stock, the Tax Assessor's office, led by Kevin Dillon and with the assistance of Senior Assessing Clerk, Shayne Cavanaugh-Radice, completed a list of all residential units in the Township. The list was completed from sub groups of residential properties by Tax Classification:

- Class 2 - Residential buildings of four families or less including single family homes, townhomes, condominiums and two, three and four family residences
- Class 4C- Apartments designed for use by five families or more
- Class 4A- Commercial properties with residential properties such as residential units over retail units. These are found predominantly in the Downtown Corridor of Main Street/Valley Road
- Class 15- Tax Exempt properties with residential units such as senior citizen buildings

Nursing homes, long term care facilities and assisted living facilities are not included as residential units.

The total number of residential units including all above property classes is:

The number built prior to 1971: 13,311
The number built 1971 and after: 4,724
Percentage built prior to 1970: 78.8%

By Property Taxation Class

Class 2

Total - 14,792
Built prior to 1971 - 11,180
Built 1971 and after - 3,612
Percentage built prior to 1971 - 75.6%

Class 4C

Total - 2,334
Built prior to 1971 - 1,775
Built 1971 and after - 559
Percentage built prior to 1971 - 76.0%

Class 4A

Total - 294
Built prior to 1971 - 292
Built 1971 and after - 2
Percentage built prior to 1971 - 99.3%

Class 15

Total - 615
Built prior to 1971 - 64
Built 1971 and after - 551
Percentage built prior to 1971 - 10.4%

Clearly more than half the housing stock of the Township is more than 50 years old.

I mentioned most of the residential development of the Township, including the sanitary sewer and water mains to service those developments occurred prior to 1971. A few large single-family developments have occurred since then including High Tor Estates on Cunningham Drive and Howell Drive, Paddock Farms and Harper Ridge off Woodland Avenue, Pleasantdale Grande off Oval Road, Highview Gardens by O'Connor Park, Colonial Woods North on Colonial Woods Drive next to Route 280 and the Reserve at Bel Air on Haggerty Drive. Although these are significant residential developments, the infrastructure improvements to the sanitary sewer system, which is now owned and operated by the Township and the water system which is owned and operated by the New Jersey American Water Company are small when compared to the entire Township. Since 1971 the most significant residential development occurred in the development of private residential communities of townhouses and condominiums. This was a result of revisions to the Master Plan and Land Use Regulations in the late 1970's which established Residential Cluster Zones. Of the 21 private associations only three were built before 1971, and these were converted from garden apartments. In all 21 private communities the sanitary sewer system is operated by association management, but in most of those private communities the New Jersey American Water Company operates the water system. Even with nearly thirty sizable residential developments since 1971, the sanitary sewer and water infrastructure improvements associated with them is far less than half of the Township's total sewer and water infrastructure.

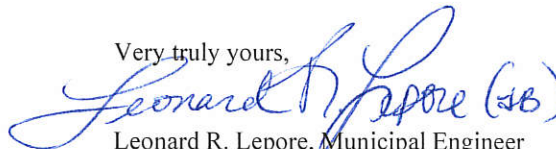
West Orange owns, operates and maintains approximately 100 miles of sanitary sewer mains. Those mains range in size from 8-inch diameter mains in residential streets to 30-inch diameter interceptor sewers. Due to the Township's topography, West Orange owns, operates and maintains nine sanitary sewage pump stations. The smallest is the Dogwood Pump Station which collects wastewater from a few homes at the southerly ends of Dogwood Drive and Dogwood Road. The largest is the Cherry Lane Pump Station. This facility collects wastewater from the westerly slope of the second Watchung Mountain from Route 280 south to the border with Millburn and Livingston. Of the nine pump stations, five of them were constructed prior to 1971. However, one of the five was rehabilitated in the past decade. The other four require frequent maintenance as their electrical and mechanical systems are old. Sourcing parts for them can be difficult. The

Township plans improvements to three of those four stations over the next few years. The sanitary sewer mains in the Township's collection system date back as early as the turn of the nineteenth and twentieth centuries when the Joint Meeting of Essex and Union Counties was formed. The sewer mains installed in the first half of the twentieth century were mostly made of vitrified clay. This is a very brittle material, subject to cracking, with pipe joints of oakum and sealed with lead. Also, many of the over 1,000 manholes are constructed of brick with mortar joints. Over time the joints between pipes and the joints between the brick courses deteriorate, allowing for roots and groundwater infiltration into the sanitary sewage collection system. Also, deteriorated joints can lead to misaligned pipes or pipe settlement. Both these conditions create obstructions that allow materials and grease in the sewage effluent to accumulate. As a result, the Township must frequently maintain sections of the sanitary sewage system to prevent accumulation of roots and debris. The Department of Public Works maintains sections on a quarterly, semi annually and annual basis to prevent future sewage backups at known problem areas. Sewage backups also develop in periods of wet weather when extraneous flows from infiltration causes sewage flow rates to rise considerably. This can lead to overflows into basements and discharges into streets from overflowing manholes. The sanitary sewage collection system of the Township requires frequent maintenance in addition to more than half the system being older than 50 years. To reduce maintenance frequency and significantly reduce infiltration, will require sewer main and manhole replacement or relining with costs of at least \$50,000,000.00.

Although a significant amount of new water mains were constructed by New Jersey American Water Company (NJAWC) in new developments both on public streets in new single family residential developments and on private roads in townhouse and condominium developments since 1971, this quantity represents about 13 miles of new water main in a system that consists of nearly 145 miles of mains. This is about nine percent of the water conveyance system. Additionally, the water system requires continued maintenance and improvement to repair water main breaks. Since April 2016 a total of 191 breaks in the distribution system were reported by NJAWC to West Orange. On streets with repeated breaks, such as Lessing Road, NJAWC installed a new water main and services. In recent years new mains were also installed on Arverne Road, a portion of Edgewood Avenue, portions of Old Indian Road, Porter Road, Curtis Avenue and portions of Woodland Avenue. Even with these improvements more than half of the water distribution system is more than 50 years old. As the system ages, water main breaks will continue and NJAWC will install replacement mains. However, this will require a significant amount of new replacement mains to reduce the age of the majority of the system to less than 50 years.

The Township as a whole may be designated an area in need of rehabilitation pursuant to the criteria of N.J.S.A. 40A: 12A-14. The majority of the housing stock in the Township is in excess of 50 years old and the ages of the majority of the sanitary sewer and water infrastructure are greater than 50 years. Furthermore, both the sewer and water system require frequent maintenance.

Very truly yours,


Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

cc: John Gross

Richard Trenk

John K. Sayers

Police Chief James Abbott

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

WHEREAS, pursuant to N.J.S.A. 40A:4-53 and an ordinance finally adopted on November 23, 2021 (the "Ordinance"), the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") authorized a special emergency appropriation in the amount of \$500,000 to fund contractually required severance liabilities resulting from the retirement of employees in the Township; and

WHEREAS, in accordance with N.J.S.A. 40A:4-55 and the Ordinance, the Township now seeks to issue special emergency notes, which may be renewed from time to time, to finance contractually required severance liabilities resulting from the retirement of employees in the Township and at least 1/5 of all such special emergency notes, including renewals thereof, shall mature and be paid in each year, so that all notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of issuance of the special emergency notes.

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all the members of the governing body thereof affirmatively concurring) that in accordance with N.J.S.A. 40A:4-55:

0. A special emergency appropriation has previously been made in the amount of \$500,000 to provide for the cost of funding contractually required severance liabilities resulting from the retirement of employees in the Township.
1. In accordance with N.J.S.A. 40A:4-55, special emergency notes are hereby authorized by the Township Council of the Township to be issued in an amount not to exceed \$500,000.
2. At least 1/5 of all such special emergency notes, including renewals thereof, authorized hereunder shall mature and be paid in each year, so that all notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of issuance of the special emergency notes.
3. Such special emergency notes shall be executed by the Mayor and the

Chief Financial Officer of the Township and the official seal shall be thereunto affixed, imprinted or reproduced and attested by the Clerk of the Township. All notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer of the Township. It is hereby delegated to the Chief Financial Officer of the Township the authority to determine all matters in connection with the notes issued, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. The Chief Financial Officer is also hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest, if any, thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Township Council of the Township at the meeting next succeeding the date when any sale or delivery of the special emergency notes pursuant to this resolution is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the special emergency notes so sold, the price obtained and the name of the purchaser.

4. A certified copy of this resolution shall be filed with the Director of the Division of Local Government Services, within the New Jersey Department of Community Affairs.
5. This resolution shall become immediately effective in accordance with law.

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

Cindy Matute-Brown
Council President

Adopted: December 14, 2021

CERTIFICATION

I, KAREN J. CARNEVALE, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY PROVIDING FOR THE ISSUANCE OF SPECIAL EMERGENCY NOTES IN AN AMOUNT NOT TO EXCEED \$500,000 TO FUND CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF EMPLOYEES IN THE TOWNSHIP", is a true copy of a resolution which was duly adopted at a meeting of the Township Council of the Township duly called and held on December 14, 2021, in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout, and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such Township, and said resolution is a true, complete and correct copy thereof and has not been amended, modified or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township this 14th day of December, 2021.

KAREN J. CARNEVALE,
Township Clerk

**Resolution to Authorize the Purchase of Playground Equipment and Surfacing
through the Education Services Commission of NJ (ESCNJ)
Cooperative Contracts # ESCNJ 20-21/22 Co-op # 65MCESCCPS**

Whereas, the 2021 Capital Budget for the Township of West Orange includes funds for new Playground equipment at Byrne Park to replace existing equipment there; and

Whereas, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

Whereas, the Township as a member of the Educational Services Commission of NJ (ESCNJ) cooperative can utilize the cooperative contracts with the following Company see Exhibit "A" annexed hereto for cost detail:

**Ben Shaffer Recreation, Inc
P.O. Box 844
Lake Hopatcong, NJ 07849
NJ State Approved Co-op No. 65MCESCCPS
Bid Number ESCNJ 20/21-22
Total Equipment with Installations - \$179,714.50**

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Contract for New Playground Equipment and Surfacing for Byrne Park be awarded to the above-mentioned company.

BE IT FURTHER RESOLVED, that the Purchasing Agent, on behalf of the Township issue and execute Purchase Order for the amount awarded with funds certified available by the Chief Financial Officer.

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

Cindy Matute-Brown, Council President

Adopted: December 14, 2021

**I certify funds are available in Account No. _____
2021 Capital Budget \$179,714.50**

John O. Gross, Chief Financial Officer

Exhibit A

Ben Shaffer Recreation Inc

PO Box 844
Lake Hopatcong, NJ, 07849
973-663-2021 Fax 973-663-4615
1-800-953-2021
www.benshaffer.com



**BEN
SHAFFER
RECREATION**

Park, Playground & Streetscape Solutions
Serving NJ Since 1921



West Orange Recreation
William Kehoe
60 1/2 Cherry Street
West Orange NJ 07052

PROPOSAL

As requested, we are pleased to quote the following
using Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
11/23/2021	SHJTQ6262-02	Net 30	Scott Tumminello

Qty	Part#	Manufacturer	Description	List Price	Coop Price	Ext. Price
123	INST-04-STON E	BSK-Install	4" x 2 stone sub-base with install	\$155.00	\$155.00	\$19,065.00
3,500	DF64PIP3.5	Whirl	Duraflor 3.5" 60/40*	\$11.95	\$11.95	\$41,825.00
3,500	DF64PIP3.5-35 00	Whirl	Install of Duraflor 3.5" 60/40* 3500+ sq ft.	\$4.20	\$4.20	\$14,700.00
500	DF64PIP4.5	Whirl	Duraflor 4.5" 60/40*	\$12.95	\$12.95	\$6,475.00
500	DF64PIP4.5-10 00	Whirl	Install of Duraflor 4.5" 60/40* up to 999 sq ft.	\$4.76	\$4.76	\$2,380.00

Freight* \$0.00

Project: Byrne Surfacing

Total \$84,445.00

*The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Standard colors and finish are quoted unless noted. The final count is the responsibility of the contractor/purchaser. Sales tax will be added if applicable. Freight valid for 30 days.



SBE Certified

Yours truly,

Scott Tumminello
Vice President, CPSI

Ben Shaffer Recreation Inc

PO Box 844
Lake Hopatcong, NJ, 07849
973-663-2021 Fax 973-663-4615
1-800-953-2021
www.benshaffer.com



**BEN
SHAFFER
RECREATION**

Park, Playground & Streetscape Solutions
Serving NJ Since 1921



West Orange Recreation
William Kehoe
60 1/2 Cherry Street
West Orange NJ 07052

PROPOSAL

As requested, we are pleased to quote the following
using Bid #: ESCNJ 20-21/22; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
11/22/2021	BSRQ2137-02	net 30	Scott Tumminello

Qty	Part #	Manufacturer	Description	List Price	Disc Price	Ext. Price
1	130-133710-2	Burke	Custom 5-12 Playstrucutre including sliders, climbers, panels, free standing swings, spinner, 2 benches & sign	\$64,525.00	\$59,363.00	\$59,363.00
1	CBPG_7513	CORBY	Standard installation of the above Playground items to manufacturer specification including trash removal	\$29,681.50	\$29,681.50	\$29,681.50
6	CBRD_7513	CORBY	Receive/Unload Delivery. Cost per man-hour.	\$125.00	\$125.00	\$750.00
					Freight*	\$5,475.00
Project: Byrne Playground					Total	\$95,269.50

*The above items are priced in accordance with Bid #: ESCNJ 20-21/22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

Playground Equipment must be installed over a resilient surface.

Prices do not include installation.

IMPORTANT PAYMENT INFORMATION:

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Standard colors and finish are quoted unless noted. The final count is the responsibility of the contractor/purchaser. Sales tax will be added if applicable. Freight valid for 30 days.



SBE Certified

Yours truly,

Scott Tumminello
Vice President; CPSI

**Resolution to Authorize the Purchase of Playground Equipment and Surfacing
through the Education Services Commission of NJ (ESCNJ)
Cooperative Contracts # ESCNJ 20-21/22 Co-op # 65MCESCCPS**

Whereas, the 2021 Capital Budget for the Township of West Orange includes funds for new
Playground equipment at Boland Park to replace existing equipment there; and

Whereas, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2)
the Township as a Local Government Unit, may without public advertising for goods or services enter
into contracts already secured by the United States of America, the State of New Jersey, County or
Municipality; and

Whereas, the Township as a member of the Educational Services Commission of NJ (ESCNJ)
cooperative can utilize the cooperative contracts with the following Company see Exhibit "A"
annexed hereto for cost detail:

**Ben Shaffer Recreation, Inc
P.O. Box 844
Lake Hopatcong, NJ 07849
NJ State Approved Co-op No. 65MCESCCPS
Bid Number ESCNJ 20/21-22
Total Equipment with Installations - \$128,467.15**

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Contract
for New Playground Equipment and Surfacing for Boland Park be awarded to the above-mentioned company.

BE IT FURTHER RESOLVED, that the Purchasing Agent, on behalf of the Township issue and
execute Purchase Order for the amount awarded with funds certified available by the Chief Financial Officer.

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

Cindy Matute-Brown, Council President

Adopted: December 14, 2021

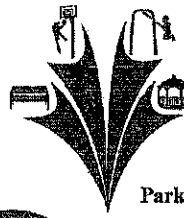
**I certify funds are available in Account No. _____
2021 Capital Budget \$128,467.15**

John O. Gross, Chief Financial Officer

Exhibit A

Ben Shaffer Recreation Inc

PO Box 844
Lake Hopatcong, NJ, 07849
973-663-2021 Fax 973-663-4615
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**BEN
SHAFFER
RECREATION**

Park, Playground & Streetscape Solutions
Serving NJ Since 1921



West Orange Recreation
William Kehoe
60 1/2 Cherry Street
West Orange NJ 07052

PROPOSAL

	Date	Proposal #	Terms	Associate
As requested, we are pleased to quote the following using Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS:	11/23/2021	SHJTQ6246-02	Net 30	Scott Tumminello

Qty	Part #	Manufacturer	Description	List Price	Coop Price	Ext. Price
112	INST-04-STON E	BSR-Install	Ton 4" x 2 stone sub-base with install	\$155.00	\$155.00	\$17,360.00
3,485	DF64PIP3.5	Whirl	Duraflor 3.5" 60/40*	\$11.95	\$11.95	\$41,645.75
3,485	DF64PIP3-349 9	Whirl	Install of Duraflor 3" 60/40* 1000 up to 3499 sq ft.	\$4.20	\$4.20	\$14,637.00

If more stone is needed it will be at the same \$\$ per ton

Freight* \$0.00

Project: Boland Playground Surfacing

Total \$73,642.75

*The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Standard colors and finish are quoted unless noted. The final count is the responsibility of the contractor/purchaser. Sales tax will be added if applicable. Freight valid for 30 days.



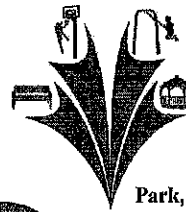
SBE Certified

Yours truly,

Scott Tumminello
Vice President, CPSI

Ben Shaffer Recreation Inc

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West Orange NJ 07052

PROPOSAL

As requested, we are pleased to quote the following
using Bid #: ESCNJ 20-21/22; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
11/22/2021	BSRQ2136-02	Net 30	Scott Tumminello

Qty	Part #	Manufacturer	Description	List Price	Disc Price	Ext. Price
1	130-133581-2	Burke	Custom 5-12 Play structure including slides, climbers.. free standing swings, spinner, surfer & sign	\$37,034.00	\$34,441.62	\$34,441.62
1	CBPG_7512	CORBY	Standard installation of the above Playground items to manufacturer specification including trash removal	\$17,220.81	\$17,220.81	\$17,220.81
6	CBRD_7512	CORBY	Receive/Unload Delivery. Cost per man-hour.	\$125.00	\$125.00	\$750.00
					Freight*	\$2,411.97
Project: Boland Park					Total	\$54,824.40

*The above items are priced in accordance with Bid #: ESCNJ 20-21/22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

Playground Equipment must be installed over a resilient surface.

Prices do not include installation.

IMPORTANT PAYMENT INFORMATION:

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Standard colors and finish are quoted unless noted. The final count is the responsibility of the contractor/purchaser. Sales tax will be added if applicable. Freight valid for 30 days.



SBE Certified

Yours truly,

Scott Tumminello
Vice President, CPSI

AN ORDINANCE AMENDING CHAPTER 25 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE AUTHORIZING AND ENCOURAGING ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT (EVSE) AND MAKE READY PARKING SPACES

This Ordinance sets forth procedures for the installation of Electric Vehicle Supply/Service Equipment (EVSE) and Make-Ready parking spaces and establishes associated regulations and other standards within the Township of West Orange, Essex County.

WHEREAS, supporting the transition to electric vehicles contributes to the Township of West Orange's commitment to sustainability and is in the best interest of public welfare; and

WHEREAS, installation of EVSE and Make-Ready parking spaces encourages electric vehicle adoption; and

WHEREAS, the Township of West Orange encourages increased installation of EVSE and Make Ready parking spaces; and

WHEREAS, adoption of this ordinance supports the State of New Jersey's goals to reduce air pollutants and greenhouse gas emissions from the transportation sector as outlined and supported by various programs related to NJ's 2019 Energy Master Plan, Global Warming Response Act (P.L.2007, c.112 (C.26:2C-37 et al.)), and EV Law (P.L. 2019, c. 362); and

WHEREAS, P.L. 2021, c.171, which Governor Murphy signed into law on July 9, 2021, requires EVSE and Make-Ready parking spaces be designated as a permitted accessory use in all zoning or use districts and establishes associated installation and parking requirements; and

WHEREAS, adoption of this ordinance will support the Master Plan of the Township of West Orange adopted in concurrence with P.L. 1975 c. 291, s. 1 eff. Aug. 1, 1976, and is consistent with goals of the Master Plan as well as the land use, circulation, and ***environmental and sustainability*** elements of the Master Plan; and

WHEREAS, the Township of West Orange encourages greater ownership and use of electric vehicles, thus the Township of West Orange is amending its land use ordinances to establish standards and regulations for the safe and efficient installation of EVSE and Make-Ready parking spaces at appropriate locations.

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:

FIRST: ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT

A. Purpose

The purpose of this ordinance is to promote and encourage the use of electric vehicles by requiring the safe and efficient installation of EVSE and Make-Ready parking spaces through municipal parking regulations and other standards. EVSE and Make-Ready parking spaces will support the State's transition to an electric transportation sector, reducing automobile air pollution, greenhouse gas emissions, and storm water runoff contaminants. The goals are to:

1. Provide adequate and convenient EVSE and Make-Ready parking spaces to serve the needs of the traveling public.
2. Provide opportunities for residents to have safe and efficient personal EVSE located at or near their place of residence.
3. Provide the opportunity for non-residential uses to supply EVSE to their customers and employees.
4. Create standard criteria to encourage and promote safe, efficient, and cost-effective electric vehicle charging opportunities in all zones and settings for convenience of service to those that use electric vehicles.

B. Definitions

Certificate of Occupancy: The certificate provided for in N.J.A.C. 5:23-2, indicating that the construction authorized by the construction permit has been completed in accordance with the construction permit, the act and the regulations. See "State Uniform Construction Code Act," P.L.1975, c.217 (C.52:27D-119 et seq.) and regulations adopted pursuant thereto.

Charging Level: The amount of voltage provided to charge an electric vehicle varies depending on the type of EVSE as follows:

1. Level 1 operates on a fifteen (15) to twenty (20) amp breaker on a one hundred twenty (120) volt AC circuit.
2. Level 2 operates on a forty (40) to one hundred (100) amp breaker on a two hundred eight (208) or two hundred forty (240) volt AC circuit.
3. Direct-current fast charger (DCFC) operates on a sixty (60) amp or higher breaker on a four hundred eighty (480) volt or higher three phase circuit with special grounding equipment. DCFC stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

Electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; and operates either partially or exclusively using an electric motor powered by an externally charged on-board battery.

Electric Vehicle Supply/Service Equipment or (EVSE): The equipment, including the cables, cords, conductors, connectors, couplers, enclosures, attachment plugs, power outlets, power electronics, transformer, switchgear, switches and controls, network interfaces, point of sale equipment, and associated apparatus designed and used for the purpose of transferring energy from the electric supply system to a plug-in electric vehicle. "EVSE" may deliver either alternating current or, consistent with fast charging equipment standards, direct current electricity. "EVSE" is synonymous with "electric vehicle charging station."

Make-Ready Parking Space: means the pre-wiring of electrical infrastructure at a parking space, or set of parking spaces, to facilitate easy and cost-efficient future installation of Electric Vehicle Supply Equipment or Electric Vehicle Service Equipment, including, but not limited to, Level Two EVSE and direct current fast chargers. Make Ready includes expenses related to service panels, junction boxes, conduit, wiring, and other components necessary to make a particular location able to accommodate Electric Vehicle Supply Equipment or Electric Vehicle Service Equipment on a "plug and play" basis. "Make-Ready" is synonymous with the term "charger ready," as used in P.L.2019, c.362 (C.48:25-1 et al.).

Private EVSE: EVSE that has restricted access to specific users (e.g., single and two-family homes, executive parking fleet parking with no access to the general public).

Publicly-accessible EVSE: EVSE that is publicly available (e.g., park & ride, public parking lots and garages, on-street parking, shopping center parking, non-reserved parking in multi-family parking lots, etc.).

C. Approvals and Permits

1. An application for development submitted solely for the installation of EVSE or Make-Ready parking spaces shall be considered a permitted accessory use and permitted accessory structure in all zoning or use districts and shall not require a variance pursuant to C.40:55D-70.
2. EVSE and Make-Ready Parking Spaces installed pursuant to Section D. below in development applications that are subject to site plan approval are considered a permitted accessory use as described in 1. above.
3. All EVSE and Make-Ready parking spaces shall be subject to applicable local and/or Department of Community Affairs permit and inspection requirements.

4. The Zoning Official or her designee shall enforce all signage and installation requirements described in this ordinance. Failure to meet the requirements in this ordinance shall be subject to the same enforcement and penalty provisions as other violations of the Township of West Orange's land use regulations.
5. An application for development for the installation of EVSE or Make-Ready spaces at an existing gasoline service station, an existing retail establishment, or any other existing building shall not be subject to site plan or other land use board review, shall not require variance relief pursuant to C.40:55D-1 et seq. or any other law, rule, or regulation, and shall be approved through the issuance of a zoning permit by the administrative officer, provided the application meets the following requirements:
 - a. the proposed installation does not violate bulk requirements applicable to the property or the conditions of the original final approval of the site plan or subsequent approvals for the existing gasoline service station, retail establishment, or other existing building;
 - b. all other conditions of prior approvals for the gasoline service station, the existing retail establishment, or any other existing building continue to be met; and
 - c. the proposed installation complies with the construction codes adopted in or promulgated pursuant to the "State Uniform Construction Code Act," P.L.1975, c.217 (C.52:27D-119 et seq.), any safety standards concerning the installation, and any State rule or regulation concerning electric vehicle charging stations.
6. An application pursuant to Section 5. above shall be deemed complete if:
 - a. the application, including the permit fee and all necessary documentation, is determined to be complete,
 - b. a notice of incompleteness is not provided within 20 days after the filing of the application, or
 - c. a one-time written correction notice is not issued by the Zoning Officer or her designee within 20 days after filing of the application detailing all deficiencies in the application and identifying any additional information explicitly necessary to complete a review of the permit application.
7. EVSE and Make-Ready parking spaces installed at a gasoline service station, an existing retail establishment, or any other existing building shall be subject to applicable local and/or Department of Community Affairs inspection requirements.
8. A permitting application solely for the installation of electric vehicle supply equipment permitted as an accessory use shall not be subject to review based on parking requirements.

D. Requirements for New Installation of EVSE and Make-Ready Parking Spaces

1. As a condition of preliminary site plan approval, for each application involving a multiple dwelling with five or more units of dwelling space, which shall include a multiple dwelling that is held under a condominium or cooperative form of ownership, a mutual housing corporation, or a mixed-use development, the developer or owner, as applicable, shall:
 - a. prepare as Make-Ready parking spaces at least 15 percent of the required off-street parking spaces, and install EVSE in at least one-third of the 15 percent of Make-Ready parking spaces;
 - b. within three years following the date of the issuance of the certificate of occupancy, install EVSE in an additional one-third of the original 15 percent of Make-Ready parking spaces; and
 - c. within six years following the date of the issuance of the certificate of occupancy, install EVSE in the final one-third of the original 15 percent of Make-Ready parking spaces.
 - d. Throughout the installation of EVSE in the Make-Ready parking spaces, at least five percent of the electric vehicle supply equipment shall be accessible for people with disabilities.
 - e. Nothing in this subsection shall be construed to restrict the ability to install electric vehicle supply equipment or Make-Ready parking spaces at a faster or more expansive rate than as required above.
2. As a condition of preliminary site plan approval, each application involving a parking lot or garage not covered in 1. above shall:
 - a. Install at least one Make-Ready parking space if there will be 50 or fewer off-street parking spaces.
 - b. Install at least two Make-Ready parking spaces if there will be 51 to 75 off-street parking spaces.
 - c. Install at least three Make-Ready parking spaces if there will be 76 to 100 off-street parking spaces.
 - d. Install at least four Make-Ready parking spaces, at least one of which shall be accessible for people with disabilities, if there will be 101 to 150 off-street parking spaces.
 - e. Install at least four percent of the total parking spaces as Make-Ready parking spaces, at least five percent of which shall be accessible for people with disabilities, if there will be more than 150 off-street parking spaces.
 - f. In lieu of installing Make-Ready parking spaces, a parking lot or garage may install EVSE to satisfy the requirements of this subsection.
 - g. Nothing in this subsection shall be construed to restrict the ability to install electric vehicle supply equipment or Make-Ready parking spaces at a faster or more expansive rate than as required above.
 - h. Notwithstanding the provisions of this Section, a retailer that provides 25 or fewer off-street parking spaces or the developer or owner of a single-family home shall not

be required to provide or install any electric vehicle supply equipment or Make-Ready parking spaces.

E. Minimum Parking Requirements

1. All parking spaces with EVSE and Make-Ready equipment shall be included in the calculation of minimum required parking spaces.
2. A parking space prepared with EVSE or Make-Ready equipment shall count as at least two parking spaces for the purpose of complying with a minimum parking space requirement. This shall result in a reduction of no more than 10 percent of the total required parking.
3. All parking space calculations for EVSE and Make-Ready equipment shall be rounded up to the next full parking space.
4. Additional installation of EVSE and Make-Ready parking spaces above what is required in Section D. above may be encouraged, but shall not be required in development projects.

F. Reasonable Standards for All New EVSE and Make-Ready Parking Spaces

1. Location and layout of EVSE and Make-Ready parking spaces is expected to vary based on the design and use of the primary parking area. It is expected flexibility will be required to provide the most convenient and functional service to users. Standards and criteria should be considered guidelines and flexibility should be allowed when alternatives can better achieve objectives for provision of this service.
2. Installation:
 - a. Installation of EVSE and Make-Ready parking spaces shall meet the electrical subcode of the Uniform Construction Code, N.J.A.C. 5:23-3.16.
 - b. Each EVSE or Make-Ready parking space that is not accessible for people with disabilities shall be not less than 9 feet wide or 18 feet in length. Exceptions may be made for existing parking spaces or parking spaces that were part of an application that received prior site plan approval.
 - c. To the extent practical, the location of accessible parking spaces for people with disabilities with EVSE and Make Ready equipment shall comply with the general accessibility requirements of the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
 - d. Each EVSE or Make-Ready parking space that is accessible for people with disabilities shall comply with the sizing of accessible parking space requirements in the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
3. EVSE Parking:

- a. Publicly-accessible EVSE shall be reserved for parking and charging electric vehicles only. Electric vehicles shall be connected to the EVSE.
- b. Electric vehicles may be parked in any parking space designated for parking, subject to the restrictions that would apply to any other vehicle that would park in that space.
- c. Public Parking. Pursuant to NJSA 40:48-2, publicly-accessible EVSE parking spaces shall be monitored by the municipality's police department and enforced in the same manner as any other parking. It shall be a violation of this Section to park or stand a non-electric vehicle in such a space, or to park an electric vehicle in such a space when it is not connected to the EVSE. Any non-electric vehicle parked or standing in a EVSE parking space or any electric vehicle parked and not connected to the EVSE shall be subject to fine and/or impoundment of the offending vehicle as described in the general penalty provisions of this Municipal Code. Signage indicating the penalties for violations shall comply with Section 5. below. Any vehicle parked in such a space shall make the appropriate payment for the space and observe the time limit for the underlying parking area, if applicable.
- d. Private Parking. The use of EVSE shall be monitored by the property owner or designee.

4. Safety

- a. Each publicly-accessible EVSE shall be located at a parking space that is designated for electric vehicles only and identified by green painted pavement and/or curb markings, a green painted charging pictograph symbol, and appropriate signage pursuant to Section 5. below.
- b. Where EVSE is installed, adequate site lighting and landscaping shall be provided in accordance with the Township of West Orange's ordinances and regulations.
- c. Adequate EVSE protection such as concrete-filled steel bollards shall be used for publicly-accessible EVSE. Non-mountable curbing may be used in lieu of bollards if the EVSE is setback a minimum of 24 inches from the face of the curb. Any stand-alone EVSE bollards should be 3 to 4-feet high with concrete footings placed to protect the EVSE from accidental impact and to prevent damage from equipment used for snow removal.
- d. EVSE outlets and connector devices shall be no less than 36 inches and no higher than 48 inches from the ground or pavement surface where mounted, and shall contain a cord management system as described in e. below. Equipment mounted on pedestals, lighting posts, bollards, or other devices shall be designated and located as to not impede pedestrian travel, create trip hazards on sidewalks, or impede snow removal.
- e. Each EVSE shall incorporate a cord management system or method to minimize the potential for cable entanglement, user injury, or connector damage. Cords shall be retractable or have a place to hang the connector and cord a safe and sufficient distance above the ground or pavement surface. Any cords connecting the charger to

- a vehicle shall be configured so that they do not cross a driveway, sidewalk, or passenger unloading area.
- f. Where EVSE is provided within a pedestrian circulation area, such as a sidewalk or other accessible route to a building entrance, the EVSE shall be located so as not to interfere with accessibility requirements of the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
 - g. Publicly-accessible EVSEs shall be maintained in all respects, including the functioning of the equipment. A 24-hour on-call contact shall be provided on the equipment for reporting problems with the equipment or access to it. To allow for maintenance and notification, the Township of West Orange shall require the owners/designee of publicly-accessible EVSE to provide information on the EVSE's geographic location, date of installation, equipment type and model, and owner contact information.

5. Signs

- a. Publicly-accessible EVSE shall have posted regulatory signs, as identified in this section, allowing only charging electric vehicles to park in such spaces. For purposes of this section, "charging" means that an electric vehicle is parked at an EVSE and is connected to the EVSE. If time limits or vehicle removal provisions are to be enforced, regulatory signs including parking restrictions shall be installed immediately adjacent to, and visible from the EVSE. For private EVSE, installation of signs and sign text is at the discretion of the owner.
- b. All regulatory signs shall comply with visibility, legibility, size, shape, color, and reflectivity requirements contained within the Federal Manual on Uniform Traffic Control Devices as published by the Federal Highway Administration.
- c. Wayfinding or directional signs, if necessary, shall be permitted at appropriate decision points to effectively guide motorists to the EVSE parking space(s). Wayfinding or directional signage shall be placed in a manner that shall not interfere with any parking space, drive lane, or exit and shall comply with b. above.
- d. In addition to the signage described above, the following information shall be available on the EVSE or posted at or adjacent to all publicly-accessible EVSE parking spaces:
 - 1) Hour of operations and/or time limits if time limits or tow-away provisions are to be enforced by the municipality or owner/designee;
 - 2) Usage fees and parking fees, if applicable; and
 - 3) Contact information (telephone number) for reporting when the equipment is not operating or other problems.

6. Usage Fees

- a. For publicly-accessible municipal EVSE: In addition to any parking fees, the fee to use parking spaces within the municipality identified as EVSE spaces shall be no fee subject to ¶(b) below.
- b. This fee may be amended by a resolution adopted by the governing body.
- c. Private EVSE: Nothing in this ordinance shall be deemed to preclude a private owner/designee of an EVSE from collecting a fee for the use of the EVSE, in accordance with applicable State and Federal regulations. Fees shall be available on the EVSE or posted at or adjacent to the EVSE parking space.

SECOND: SEVERABILITY

If any section, paragraph, clause, or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

THIRD: REPEAL OF PRIOR ORDINANCES

All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

FOURTH: EFFECTIVE DATE

This ordinance shall take effect after final passage and publication as provided by law.

ROBERT D. PARISI, MAYOR

**CINDY MATUTE BROWN
COUNCIL PRESIDENT**

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

INTRODUCED: November 23, 2021

ADOPTED: December 14, 2021

Legislative History

This ordinance amends and updates the Township's land use ordinances to encourage use of electronic vehicles. This ordinance is consistent with the model ordinance authorized pursuant to Senate Bill No. 3284 which amended N.J.S.A. 40:55A-1.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 25, LAND USE
REGULATIONS, SECTION 25-29, STORMWATER CONTROL AND SUBSECTIONS 25-29.1
THROUGH 25-29.13 OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that Revised General Ordinance 25-29.1 through 25-29.13 are repealed in their entirety and replaced, amended and supplemented as follows including new subsection 25-29.14.

25-29 – Stormwater Control

Section I. 25-29.1 Purpose Scope and Purpose:

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction through nonstructural or low impact techniques shall be explored before relying on structural BMPs. Structural BMPs should be integrated with nonstructural stormwater management measures and proper maintenance plans. Nonstructural measures include both environmentally sensitive site design and source controls that prevent pollutants from being placed on the site. Source control plans should be developed based upon physical site conditions and the origin, nature, and the anticipated loading of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this ordinance is to establish minimum stormwater management requirements and controls for “major development,” as defined below in Section II.

C. Applicability

Applicability. This section shall be applicable to any site plan or subdivision that requires preliminary or final site plan review.

1. This ordinance shall be applicable to the following major developments:
 - a. Non-residential major developments; and
 - b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This ordinance shall also be applicable to all major developments undertaken by the Township of West Orange.

D. Compatibility with Other Permit and Ordinance Requirements

~~Compatibility with Other Permit and Ordinance Requirements. Development approvals issued pursuant to this section are to be considered an integral part of development approvals under the subdivision and site plan review process and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this section shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. This section does not interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.~~

Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

Section II. 25-29.2 Definitions:

Unless specifically defined below, words or phrases used in this section shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

CAFRA CENTERS, CORES OR NODES

Shall mean those areas within boundaries accepted by the Department pursuant to N.J.A.C. 7:8E-5B.

CAFRA PLANNING MAP

Shall mean the geographic depiction of the boundaries for Coastal Planning Areas, CAFRA Centers, CAFRA Cores and CAFRA Nodes pursuant to N.J.A.C. 7:7E-5B.3.

COMPACTION

Shall mean the increase in soil bulk density.

CORE

Shall mean a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

COUNTY REVIEW AGENCY

Shall mean an agency designated by the County Board of Chosen Freeholders to review municipal stormwater management plans and implementing ordinance(s). The County review agency may either be:

1.

A County planning agency; or

2.

A County water resource association created under N.J.S.A. 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

DEPARTMENT

Shall mean the New Jersey Department of Environmental Protection.

DESIGN ENGINEER

Shall mean a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

DESIGNATED CENTER

Shall mean a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

DEVELOPMENT

Shall mean the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. In the case of development of agricultural lands, development means: any activity that requires a State permit; any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by, the Right to Farm Act, N.J.S.A. 4:1C-1 et seq.

DRAINAGE AREA

Shall mean a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

EMPOWERMENT NEIGHBORHOOD

Shall mean a neighborhood designated by the Urban Coordinating Council "in consultation and conjunction with" the New Jersey Redevelopment Authority pursuant to N.J.S.A. 55:19-69.

ENVIRONMENTALLY CONSTRAINED AREA

Shall mean the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

ENVIRONMENTALLY CRITICAL AREAS

Shall mean an area or feature which is of significant environmental value, including, but not limited to: stream corridors; natural heritage priority sites; habitat of endangered or threatened species; large areas of contiguous open space or upland forest; steep slopes; and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

EROSION

Shall mean the detachment and movement of soil or rock fragments by water, wind, ice or gravity.

IMPERVIOUS SURFACE

Shall mean a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

INFILTRATION

Shall mean the process by which water seeps into the soil from precipitation.

MAJOR DEVELOPMENT

Shall mean any development that provides for ultimately disturbing one or more acres of land or increasing impervious surface by 1/4 acre or more. Disturbance for the purpose of this rule is the placement of impervious surface or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Projects undertaken by any government agency which otherwise meet the definition of "major development" but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. are also considered "major development."

MUNICIPALITY

Shall mean any city, borough, town, township, or village.

NODE

Shall mean an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

NUTRIENT

Shall mean a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

PERSON

Shall mean any individual, corporation, company, partnership, firm, association, or political subdivision of this State and any State, interstate or Federal agency.

POLLUTANT

Shall mean and include both hazardous and nonhazardous pollutants.

POLLUTANT

Shall mean any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, groundwaters or surface waters of the State, or to a domestic treatment works.

RECHARGE

Shall mean the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

SEDIMENT

Shall mean solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

SITE

Shall mean the lot or lots upon which a major development is to occur or has occurred.

SOIL

Shall mean all unconsolidated mineral and organic material of any origin.

STATE DEVELOPMENT AND REDEVELOPMENT PLAN METROPOLITAN PLANNING AREA (PA1)

Shall mean an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State's future redevelopment and revitalization efforts.

STATE PLAN POLICY MAP

Is defined as the geographic application of the State Development and Redevelopment Plan's goals and statewide policies, and the official map of these goals and policies.

STORMWATER

Shall mean water resulting from precipitation (including rain and snow) that runs off the land's surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities.

STORMWATER MANAGEMENT BASIN

Shall mean an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management basin may either be normally dry (that is, a detention basin or infiltration basin); retain water in a permanent pool (a retention basin); or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

STORMWATER MANAGEMENT MEASURE

Shall mean any structural or nonstructural strategy, practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

STORMWATER RUNOFF

Shall mean water flow on the surface of the ground or in storm sewers, resulting from precipitation.

TIDAL FLOOD HAZARD AREA

Shall mean a flood hazard area, which may be influenced by stormwater runoff from inland areas, but which is primarily caused by the Atlantic Ocean.

URBAN COORDINATING COUNCIL EMPOWERMENT NEIGHBORHOOD

Shall mean a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

URBAN ENTERPRISE ZONES

Shall mean a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et seq.

URBAN REDEVELOPMENT AREA

Is defined as previously developed portions of areas:

~~1.~~

~~Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;~~

~~2.~~

~~Designated as CAFRA Centers, Cores or Nodes;~~

~~3.~~

~~Designated as Urban Enterprise Zones; and~~

~~4.~~

~~Designated as Urban Coordinating Council Empowerment Neighborhoods.~~

WATERS OF THE STATE

Shall mean the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

WETLANDS OR WETLAND

Shall mean an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

“CAFRA Centers, Cores or Nodes” means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

“CAFRA Planning Map” means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

“Community basin” means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

“Compaction” means the increase in soil bulk density.

“Contributory drainage area” means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

“Core” means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A 4:1C-1 *et seq.*

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department’s Landscape Project as approved by the Department’s Endangered and Nongame Species Program.

“Empowerment Neighborhoods” means neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

“Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

“Green infrastructure” means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

"HUC 14" or "hydrologic unit code 14" means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

"Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

"Infiltration" is the process by which water seeps into the soil from precipitation.

"Lead planning agency" means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

"Major development" means an individual "development," as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of one-quarter acre or more of "regulated impervious surface" since February 2, 2004;
3. The creation of one-quarter acre or more of "regulated motor vehicle surface" since March 2, 2021; or
4. A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of "major development" but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered "major development."

"Motor vehicle" means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

"Motor vehicle surface" means any pervious or impervious surface that is intended to be used by "motor vehicles" and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

"Municipality" means any city, borough, town, township, or village.

“New Jersey Stormwater Best Management Practices (BMP) Manual” or “BMP Manual” means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with 25-29.4.F of this ordinance and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

“Regulated impervious surface” means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or

4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or
quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

“Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

“Stormwater management BMP” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

“Stormwater management planning area” means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

“Tidal Flood Hazard Area” means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

“Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

“Urban Enterprise Zones” means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

“Urban Redevelopment Area” is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic

vegetation.

~~§ 25-29.3 General Standards.~~

[Ord. No. 2357-12 § 25-29.3] **Section III. 25-29.3 Design and Performance Standards for Stormwater Management Measures**

~~a.~~

~~Design and Performance Standards for Stormwater Management Measures.~~

~~1.~~

~~Stormwater management measures for major development shall be developed to meet the erosion control, groundwater recharge, stormwater runoff quantity, and stormwater runoff quality standards in this section. To the maximum extent feasible, these standards shall be met by incorporating nonstructural stormwater management strategies into the design. If these strategies alone are not sufficient to meet these standards, structural stormwater management measures necessary to meet these standards shall be incorporated into the design.~~

~~2.~~

~~The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules. Such alternative standards shall provide at least as much protection from stormwater-related loss of groundwater recharge, stormwater quantity and water quality impacts of major development projects as would be provided under the standards in this section.~~

~~3.~~

~~For site improvements regulated under the Residential Site Improvement Standards (RSIS) at N.J.A.C. 5:21, the RSIS shall apply in addition to this section except to the extent the RSIS are superseded by this section or alternative standards applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.~~

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:

1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

Note: Alternative standards shall provide at least as much protection from stormwater-related loss of groundwater recharge, stormwater quantity and water quality impacts of major development projects as would be provided under the standards in N.J.A.C. 7:8-5.

Section IV. 25-29.4 Stormwater Management Requirements for Major Development

~~a.~~

The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development.

~~b.~~

Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).

~~c.~~

The following linear development projects are exempt from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements at Subsection ~~25-29.4f~~ and ~~g~~:

~~1.~~

The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;

~~2.~~

The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and

~~3.~~

The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.

d.

A waiver from strict compliance from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements at Subsection **25-29.4f** and **g** may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:

1.

The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;

2.

The applicant demonstrates through an alternatives analysis, that through the use of nonstructural and structural stormwater management strategies and measures, the option selected complies with the requirements of Subsections **25-29.4f** and **g** to the maximum extent practicable;

3.

The applicant demonstrates that, in order to meet the requirements at Subsection **25-29.4f** and **g**, existing structures currently in use, such as homes and buildings would need to be condemned; and

4.

The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under Subsection d3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate for requirements of Subsection **25-29.4f** and **g** that were not achievable on-site.

e.

Nonstructural Stormwater Management Strategies.

1.

To the maximum extent practicable, the standards in Subsections **25-29.4f** and **g** shall be met by incorporating nonstructural stormwater management strategies at Subsection **25-29.4e** into the design. The applicant shall identify the nonstructural measures incorporated into the design of the project. If the applicant contends that it is not feasible for engineering, environmental, or safety reasons to incorporate any nonstructural stormwater management measures identified in Subsection **25-29.4e**,² below into the

design of a particular project, the applicant shall identify the strategy considered and provide a basis for the contention.

2.

Nonstructural stormwater management measures incorporated into site design shall:

(a)

Protect areas that provide water quality benefits or areas particularly susceptible to erosion and sediment loss;

(b)

Minimize impervious surfaces and break up or disconnect the flow of runoff over impervious surfaces;

(c)

Maximize the protection of natural drainage features and vegetation;

(d)

Minimize the decrease in the "time of concentration" from preconstruction to post-construction. "Time of concentration" is defined as the time it takes for runoff to travel from the hydraulically most distant point of the watershed to the point of interest within a watershed;

(e)

Minimize land disturbance including clearing and grading;

(f)

Minimize soil compaction;

(g)

Provide low-maintenance landscaping that encourages retention and planting of native vegetation and minimizes the use of lawns, fertilizers and pesticides;

(h)

Provide vegetated open-channel conveyance systems discharging into and through stable vegetated areas;

(i)

Provide other source controls to prevent or minimize the use or exposure of pollutants at the site in order to prevent or minimize the

release of those pollutants into stormwater runoff. These source controls include, but are not limited to:

~~(1)~~

Site design features that help to prevent accumulation of trash and debris in drainage systems;

~~(2)~~

Site design features that help to prevent discharge of trash and debris from drainage systems;

~~(3)~~

Site design features that help to prevent and/or contain spills or other harmful accumulations of pollutants at industrial or commercial developments; and

~~(4)~~

When establishing vegetation after land disturbance, applying fertilizer in accordance with the requirements established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules.

~~3.~~

Any land area used as a nonstructural stormwater management measure to meet the performance standards in Subsection ~~25-29.4f~~ and ~~g~~ shall be dedicated to a government agency, subjected to a conservation restriction filed with the appropriate County Clerk's office, or subject to an approved equivalent restriction that ensures that measure or an equivalent stormwater management measure approved by the reviewing agency is maintained in perpetuity.

~~4.~~

Guidance for nonstructural stormwater management measures is available in the New Jersey Stormwater Best Management Practices Manual. The manual is available on the Department of Environmental Protection's stormwater web page at <http://www.njstormwater.org>.

~~f.~~

Erosion Control, Groundwater Recharge and Runoff Quantity Standards.

~~1.~~

This subsection contains minimum design and performance standards to control erosion, encourage and control infiltration and groundwater recharge, and control stormwater runoff quantity impacts of major development.

~~(a)~~

The minimum design and performance standards for erosion control are those established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq. and implementing rules.

~~(b)~~

The minimum design and performance standards for groundwater recharge are as follows:

~~(1)~~

The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Subsection ~~25-29.5~~, either:

~~[a]~~

Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100% of the average annual preconstruction groundwater recharge volume for the site; or

~~[b]~~

Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from preconstruction to post-construction for the two-year storm is infiltrated.

~~(2)~~

This groundwater recharge requirement does not apply to projects within the "urban redevelopment" area, or projects subject to Subsection ~~(3)~~ below.

~~(3)~~

The following types of stormwater shall not be recharged:

~~[a]~~

Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied; areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than "reportable quantities" as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan; and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

~~[b]~~

Industrial stormwater exposed to "source material." "Source material" means any material(s) or machinery, located at an industrial facility, that is directly or indirectly

related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels; and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

~~(4)~~

The design engineer shall assess the hydraulic impact on the groundwater table and design the site so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high-water table so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems and other subsurface structures in the vicinity or down gradient of the groundwater recharge area.

~~(c)~~

In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Subsection ~~25-29.4~~, complete one of the following:

~~(1)~~

Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the two-, ten-, and 100-year storm events do not exceed, at any point in time, the preconstruction runoff hydrographs for the same storm events;

~~(2)~~

Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the preconstruction condition, in the peak runoff rates of stormwater leaving the site for the two-, ten-, and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;

~~(3)~~

Design stormwater management measures so that the post-construction peak runoff rates for the two-, ten-, and 100-year storm events are 50%, 75% and 80%, respectively, of the preconstruction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed. The percentages shall not be applied to post-construction stormwater runoff into tidal flood hazard areas if the

increased volume of stormwater runoff will not increase flood damages below the point of discharge; or

~~(4)~~

In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with Subsections ~~(1), (2)~~ and ~~(3)~~ above shall only be applied if the increased volume of stormwater runoff could increase flood damages below the point of discharge.

~~2.~~

Any application for a new agricultural development that meets the definition of major development at Subsection ~~25-29.2~~ shall be submitted to the appropriate Soil Conservation District for review and approval in accordance with the requirements of this section and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For the purposes of this section, "agricultural development" means land uses normally associated with the production of food, fiber and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacturing of agriculturally related products.

~~8.~~

Stormwater Runoff Quality Standards.

~~1.~~

Table 1: Water Quality Design Storm Distribution			
Time (minutes)	Cumulative Rainfall (inches)	Time (minutes)	Cumulative Rainfall (inches)
0	0.0000	65	0.8917
5	0.0083	70	0.9917
10	0.0166	75	1.0500
15	0.0250	80	1.0840
20	0.0500	85	1.1170
25	0.0750	90	1.1500
30	0.1000	95	1.1750
35	0.1330	100	1.2000
40	0.1660	105	1.2250
45	0.2000	110	1.2334

50	0.2583	115	1.2417
55	0.3583	120	1.2500
60	0.6250		

Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff by 80% of the anticipated load from the developed site, expressed as an annual average. Stormwater management measures shall only be required for water quality control if an additional 1/4 acre of impervious surface is being proposed on a development site. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollution Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 1. The calculation of the volume of runoff may take into account the implementation of nonstructural and structural stormwater management measures.

2-

For purposes of TSS reduction calculations, Table 2 below presents the presumed removal rates for certain BMPs designed in accordance with the New Jersey Stormwater Best Management Practices Manual. The BMP Manual may be obtained from the address identified in Subsection **25-29.7**, or found on the Department's website at www.njstormwater.org. The BMP Manual and other sources of technical guidance are listed in Subsection **25-29.7**. TSS reduction shall be calculated based on the removal rates for the BMPs in Table 2 below. Alternative removal rates and methods of calculating removal rates may be used if the design engineer provides documentation demonstrating the capability of these alternative rates and methods to the review agency. A copy of any approved alternative rate or method of calculating the removal rate shall be provided to the Department at the following address: Division of Watershed Management, New Jersey Department of Environmental Protection, PO Box 418, Trenton, New Jersey, 08625-0418.

3-

If more than one BMP in series is necessary to achieve the required 80% TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100$$

Where:

- R = total TSS percent load removal from application of both BMPs, and
- A = the TSS percent removal rate applicable to the first BMP
- B = the TSS percent removal rate applicable to the second BMP

Table 2: TSS Removal Rates for BMPs

Best Management Practice	TSS % Removal Rate
Bioretention Systems	90
Constructed Stormwater Wetland	90
Extended Detention Basin	40-60
Infiltration Structure	80
Manufactured Treatment Device	See Subsection 25-29.6c .
Sand Filter	80
Vegetative Filter Strip	60-80
Wet Pond	50-90

~~4.~~

If there is more than one on-site drainage area, the 80% TSS removal rate shall apply to each drainage area, unless the runoff from the subareas converge on site in which case the removal rate can be demonstrated through a calculation using a weighted average.

~~5.~~

Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include nonstructural strategies and structural measures that optimize nutrient removal while still achieving the performance standards in Subsections ~~25-29.4f~~ and ~~g~~.

~~6.~~

Additional information and examples are contained in the New Jersey Stormwater Best Management Practices Manual, which may be obtained from the address identified in Subsection ~~25-29.7~~.

~~7.~~

In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.

~~8.~~

Special water resource protection areas shall be established along all waters designated Category One at N.J.A.C. 7:9B and perennial or intermittent streams that drain into or upstream of the Category One waters as shown on the USGS Quadrangle Maps or in the County Soil Surveys, within the associated HUC14 drainage. These areas shall be established for the protection of water quality, aesthetic value, exceptional ecological significance, exceptional

recreational significance, exceptional water supply significance, and exceptional fisheries significance of those established Category One waters. These areas shall be designated and protected as follows:

(a)

The applicant shall preserve and maintain a special water resource protection area in accordance with one of the following:

(1)

A 300-foot special water resource protection area shall be provided on each side of the waterway, measured perpendicular to the waterway from the top of the bank outwards or from the center line of the waterway where the bank is not defined, consisting of existing vegetation or vegetation allowed to follow natural succession is provided.

(2)

Encroachment within the designated special water resource protection area under Subsection **(1)** above shall only be allowed where previous development or disturbance has occurred (for example, active agricultural use, parking area or maintained lawn area). The encroachment shall only be allowed where applicant demonstrates that the functional value and overall condition of the special water resource protection area will be maintained to the maximum extent practicable. In no case shall the remaining special water resource protection area be reduced to less than one 150 feet as measured perpendicular to the top of bank of the waterway or center line of the waterway where the bank is undefined. All encroachments proposed under this subsection shall be subject to review and approval by the Department.

(b)

All stormwater shall be discharged outside of and flow through the special water resource protection area and shall comply with the Standard for Off-Site Stability in the "Standards for Soil Erosion and Sediment Control in New Jersey," established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq.

(c)

If stormwater discharged outside of and flowing through the special water resource protection area cannot comply with the Standard for Off-Site Stability in the, "Standards for Soil Erosion and Sediment Control in New Jersey," established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq., then the stabilization measures in accordance with the requirements of the above standards may be placed within the special water resource protection area, provided that:

(1)

Stabilization measures shall not be placed within 150 feet of the Category One waterway;

(2)

Stormwater associated with discharges allowed by this section shall achieve a 95% TSS post-construction removal rate;

~~(3)~~

~~Temperature shall be addressed to ensure no impact on receiving waterway;~~

~~(4)~~

~~The encroachment shall only be allowed where the applicant demonstrates that the functional value and overall condition of the special water resource protection area will be maintained to the maximum extent practicable;~~

~~(5)~~

~~A conceptual project design meeting shall be held with the appropriate Department staff and Soil Conservation District staff to identify necessary stabilization measures; and~~

~~(6)~~

~~All encroachments proposed under this subsection shall be subject to review and approval by the Department.~~

~~(d)~~

~~A stream corridor protection plan may be developed by a regional stormwater management planning committee as an element of a regional stormwater management plan, or by a municipality through an adopted municipal stormwater management plan. If a stream corridor protection plan for a waterway subject to Subsection 25- 29.4g,8 has been approved by the Department of Environmental Protection, then the provisions of the plan shall be the applicable special water resource protection area requirements for that waterway. A stream corridor protection plan for a waterway subject to Subsection g,8 shall maintain or enhance the current functional value and overall condition of the special water resource protection area as defined in Subsection g,8(a)(1) above. In no case shall a stream corridor protection plan allow the reduction of the Special Water Resource Protection Area to less than 150 feet as measured perpendicular to the waterway subject to this subsection.~~

~~(e)~~

~~This subsection does not apply to the construction of one individual single family dwelling that is not part of a larger development on a lot receiving preliminary or final subdivision approval on or before the effective date of the Stormwater Management Rules adopted March 21, 2006, provided that the construction begins on or before five years from effective date of the Stormwater Management Rules.~~

~~§ 25-29.5~~ **Calculation of Stormwater Runoff and Groundwater Recharge.**

~~[Ord. No. 2357-12 § 25-29.5]~~

~~a-~~

~~Stormwater runoff shall be calculated in accordance with the following:~~

1.

The design engineer shall calculate runoff using one of the following methods:

(a)

The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in the NRCS National Engineering Handbook Section 4-Hydrology and Technical Release 55 - Urban Hydrology for Small Watersheds; or

(b)

The Rational Method for peak flow and the Modified Rational Method for hydrograph computations.

2.

For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the preconstruction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology at Subsection **25-29.5a**,1(a) and the Rational and Modified Rational Methods at Subsection **25-29.5a**,1(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3.

In computing preconstruction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts that may reduce preconstruction stormwater runoff rates and volumes.

4.

In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS Technical Release-55, Urban Hydrology for Small Watersheds and other methods may be employed.

5.

If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

~~b.~~

Groundwater recharge may be calculated in accordance with the following:

~~1.~~

The New Jersey Geological Survey Report GSR-32 A Method for Evaluating Ground-Water Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at <http://www.state.nj.us/dep/njgs/>; or at New Jersey Geological Survey, 29 Arctic Parkway, P.O. Box 427, Trenton, New Jersey 08625-0427; (609) 984-6587.

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section X.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of 25-29.4.P, Q and R:
 - 1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 - 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
 - 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of 25-29.4.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
 - 1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 - 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of 25-29.4 O, P, Q and R to the maximum extent practicable;

3. The applicant demonstrates that, in order to meet the requirements of 25-29.4.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under 25-29.4 D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of 25-29.4.O, P, Q and R that were not achievable onsite.
- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in 25-29.4 O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:
- https://njstormwater.org/bmp_manual2.htm.
- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

<u>Table 1</u> <u>Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity</u>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Cistern</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>--</u>
<u>Dry Well^(a)</u>	<u>0</u>	<u>No</u>	<u>Yes</u>	<u>2</u>
<u>Grass Swale</u>	<u>50 or less</u>	<u>No</u>	<u>No</u>	<u>2^(e)</u> <u>1^(f)</u>
<u>Green Roof</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>--</u>

<u>Manufactured Treatment Device</u> ^{(a),(g)}	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
<u>Pervious Paving System</u> ^(a)	<u>80</u>	<u>Yes</u>	<u>Yes</u> ^(b) <u>No</u> ^(c)	<u>2</u> ^(b) <u>1</u> ^(c)
<u>Small-Scale Bioretention Basin</u> ^(a)	<u>80 or 90</u>	<u>Yes</u>	<u>Yes</u> ^(b) <u>No</u> ^(c)	<u>2</u> ^(b) <u>1</u> ^(c)
<u>Small-Scale Infiltration Basin</u> ^(a)	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Small-Scale Sand Filter</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Vegetative Filter Strip</u>	<u>60-80</u>	<u>No</u>	<u>No</u>	<u>--</u>

Table 2 <u>Green Infrastructure BMPs for Stormwater Runoff Quantity</u> <u>(or for Groundwater Recharge and/or Stormwater Runoff Quality</u> <u>with a Waiver or Variance from N.J.A.C. 7:8-5.3)</u>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Bioretention System</u>	<u>80 or 90</u>	<u>Yes</u>	<u>Yes</u> ^(b) <u>No</u> ^(c)	<u>2</u> ^(b) <u>1</u> ^(c)
<u>Infiltration Basin</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Sand Filter</u> ^(b)	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Standard Constructed Wetland</u>	<u>90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Wet Pond</u> ^(d)	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

<u>Table 3</u> <u>BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or</u> <u>Stormwater Runoff Quantity</u> <u>only with a Waiver or Variance from N.J.A.C. 7:8-5.3</u>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Blue Roof</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Extended Detention Basin</u>	<u>40-60</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Manufactured Treatment Device^(h)</u>	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
<u>Sand Filter^(c)</u>	<u>80</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Subsurface Gravel Wetland</u>	<u>90</u>	<u>No</u>	<u>No</u>	<u>1</u>
<u>Wet Pond</u>	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

- (a) subject to the applicable contributory drainage area limitation specified at 25-29.4. O.2;
 - (b) designed to infiltrate into the subsoil;
 - (c) designed with underdrains;
 - (d) designed to maintain at least a 10-foot-wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
 - (e) designed with a slope of less than two percent;
 - (f) designed with a slope of equal to or greater than two percent;
 - (g) manufactured treatment devices that meet the definition of green infrastructure at Section II;
 - (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section II.
- G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with 25-29.6.B. Alternative stormwater

management measures may be used to satisfy the requirements at 25-29.4.O only if the measures meet the definition of green infrastructure at Section II. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with 25-29.4.D is granted from 25-29.4.O.

- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- I. Design standards for stormwater management measures are as follows:
 - 1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 - 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of 25.29.8.C;
 - 3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;

4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section VIII; and
 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section II may be used only under the circumstances described at 25-29.4.O.4.
- K. Any application for a new agricultural development that meets the definition of major development at Section II shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at 25-29.4.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at 25-29.4.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Essex County Register of Deeds and Mortgages, Hall of Records, 465 Martin Luther King Jr. Boulevard, #130, Newark, NJ 07102. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at 25-29.4.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to 25-29.10.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section IV of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Essex County Register of Deeds and Mortgages, Hall of Records, 465 Martin Luther King Jr. Boulevard, #130, Newark, NJ 07102 and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at 25-29.4.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at 25-29.4.F. and/or an alternative stormwater management measure approved in accordance with 25-29.4.G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

<u>Best Management Practice</u>	<u>Maximum Contributory Drainage Area</u>
<u>Dry Well</u>	<u>1 acre</u>
<u>Manufactured Treatment Device</u>	<u>2.5 acres</u>
<u>Pervious Pavement Systems</u>	<u>Area of additional inflow cannot exceed three times the area occupied by the BMP</u>
<u>Small-scale Bioretention Systems</u>	<u>2.5 acres</u>
<u>Small-scale Infiltration Basin</u>	<u>2.5 acres</u>
<u>Small-scale Sand Filter</u>	<u>2.5 acres</u>

3. To satisfy the stormwater runoff quantity standards at 25-29.4.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section IV.G.
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with 25-29.4.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with 25-29.4.G may be used to meet the

groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at 25-29.4.P, Q and R.

5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at 25-29.4.P, Q and R, unless the project is granted a waiver from strict compliance in accordance with 25-29.4.D.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at 25-29.5, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.
4. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
 - ii. Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-

products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
 - iii.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 – Water Quality Design Storm Distribution

5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and
 A = the TSS Percent Removal Rate applicable to the first BMP
 B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in 25-29.4.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section V, complete one of the following:
 - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and

- 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
- ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - iii. Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

Section V. 25-29.5 Calculation of Stormwater Runoff and Groundwater Recharge:

a.

Stormwater runoff shall be calculated in accordance with the following:

1.

The design engineer shall calculate runoff using one of the following methods:

(a)

The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in the NRCS National Engineering Handbook Section 4 Hydrology and Technical Release 55—Urban Hydrology for Small Watersheds; or

(b)

The Rational Method for peak flow and the Modified Rational Method for hydrograph computations.

2.

For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the preconstruction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology at Subsection **25-29.5a**,1(a) and the Rational and Modified Rational Methods at Subsection **25-29.5a**,1(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3.

In computing preconstruction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts that may reduce preconstruction stormwater runoff rates and volumes.

4.

In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS Technical Release-55, Urban Hydrology for Small Watersheds and other methods may be employed.

5.

If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

b.

Groundwater recharge may be calculated in accordance with the following:

1.

The New Jersey Geological Survey Report GSR-32 A Method for Evaluating Ground-Water Recharge Areas in New Jersey, incorporated herein by reference as amended and

supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at <http://www.state.nj.us/dep/njgs/>; or at New Jersey Geological Survey, 29 Arctic Parkway, P.O. Box 427, Trenton, New Jersey 08625-0427; (609) 984-6587.

A. Stormwater runoff shall be calculated in accordance with the following:

1. The design engineer shall calculate runoff using one of the following methods:

- i. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

- ii. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

<http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at 25-29.5.A.1.i and the Rational and Modified Rational Methods at 25-29.5.A.1.ii. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good

hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.
5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

B. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/gsreport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

~~§ 25-29.6 Standards for Structural Stormwater Management Measures.~~

[Ord. No. 2357-12 § 25-29.6] **Section VI. 25-29.6 Sources for Technical Guidance:**

~~a-~~

~~Standards for structural stormwater management measures are as follows:~~

~~1-~~

~~Structural stormwater management measures shall be designed to take into account the existing site conditions, including, for example, environmentally critical areas, wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone).~~

~~2-~~

Structural stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure as appropriate, and shall have parallel bars with one inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than $\frac{1}{3}$ the width of the diameter of the orifice or $\frac{1}{3}$ the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Subsection **25-29.8b**.

~~3.~~

Structural stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement.

~~4.~~

At the intake to the outlet from the stormwater management basin, the orifice size shall be a minimum of 2 1/2 inches in diameter.

~~5.~~

Stormwater management basins shall be designed to meet the minimum safety standards for stormwater management basins at Subsection **25-29.8**.

~~b.~~

Stormwater management measure guidelines are available in the New Jersey Stormwater Best Management Practices Manual. Other stormwater management measures may be utilized provided the design engineer demonstrates that the proposed measure and its design will accomplish the required water quantity, groundwater recharge and water quality design and performance standards established by this section.

~~c.~~

Manufactured treatment devices may be used to meet the requirements of this section, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department.

A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.

2. Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

B. Submissions required for review by the Department should be mailed to:

The Division of Water Quality, New Jersey Department of Environmental Protection,
Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

~~§ 25-29.7~~**Sources for Technical Guidance.**

[Ord. No. 2357-12 § 25-29.7] **Section VII. 25-29.7 Solids and Floatable Materials Control Standards:**

~~a-~~

Technical guidance for stormwater management measures can be found in the documents listed at Subsections 1 and 2 below, which are available from Maps and Publications, Department of Environmental Protection, 428 East State Street, P.O. Box 420, Trenton, New Jersey, 08625; (609) 777-1038.

~~1-~~

Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended. Information is provided on stormwater management measures such as: bioretention systems, constructed stormwater wetlands, dry wells, extended detention basins, infiltration structures, manufactured treatment devices, pervious paving, sand filters, vegetative filter strips, and wet ponds.

~~2-~~

The New Jersey Department of Environmental Protection Stormwater Management Facilities Maintenance Manual, as amended.

~~b-~~

Additional technical guidance for stormwater management measures can be obtained from the following:

~~1-~~

The "Standards for Soil Erosion and Sediment Control in New Jersey" promulgated by the State Soil Conservation Committee and incorporated into N.J.A.C. 2:90. Copies of these standards may be obtained by contacting the State Soil Conservation Committee or any of the Soil Conservation Districts listed in N.J.A.C. 2:90-1.3(a)4. The location,

address, and telephone number of each Soil Conservation District may be obtained from the State Soil Conservation Committee, P.O. Box 330, Trenton, New Jersey, 08625; (609) 292-5540;

~~2.~~

~~The Rutgers Cooperative Extension Service, (732) 932-9306; and~~

~~3.~~

~~The Soil Conservation Districts listed in N.J.A.C. 2:90-1.3(a)4. The location, address, and telephone number of each Soil Conservation District may be obtained from the State Soil Conservation Committee, P.O. Box 330, Trenton, New Jersey, 08625, (609) 292-5540.~~

A. Site design features identified under 25-29.4.F above, or alternative designs in accordance with 25-29.4.G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see 25-29.7.A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

- i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
- ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

2. The standard in A.1. above does not apply:

- i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
- ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
- iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
 - b. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

Section VIII. 25-29.8 Safety Standards for Stormwater Management Basins:

a-

This subsection sets forth requirements to protect public safety through the proper design and operation of stormwater management basins. This section applies to any new stormwater management basin.

b-

The provisions of this subsection are not intended to preempt more stringent municipal or County safety requirements for new or existing stormwater management basins.

c-

Requirements for Trash Racks, Overflow Grates and Escape Provisions:

1-

A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the

stormwater management basin to ensure proper functioning of the basin outlets in accordance with the following:

~~(a)~~

The trash rack shall have parallel bars, with no greater than six inch spacing between the bars.

~~(b)~~

The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure.

~~(c)~~

The average velocity of flow through a clean trash rack is not to exceed two and one-half feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack.

~~(d)~~

The trash rack shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 lbs./ft. sq.

~~2.~~

An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:

~~(a)~~

The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.

~~(b)~~

The overflow grate spacing shall be no less than two inches across the smallest dimension.

~~(c)~~

The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 lbs./ft. sq.

~~3.~~

For purposes of this subsection, escape provisions means the permanent installation of ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management basins. Stormwater management basins shall include escape provisions as follows:

~~(a)~~

If a stormwater management basin has an outlet structure, escape provisions shall be incorporated in or on the structure. With the prior approval of the reviewing agency identified in Subsection ~~25-29.8d~~ a freestanding outlet structure may be exempted from this requirement.

~~(b)~~

Safety ledges shall be constructed on the slopes of all new stormwater management basins having a permanent pool of water deeper than 2 1/2 feet. Such safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately 2 1/2 feet below the permanent water surface, and the second step shall be located one to 1 1/2 feet above the permanent water surface. See Subsection ~~25-29.8e~~ for an illustration of safety ledges in a stormwater management basin.

~~(c)~~

In new stormwater management basins, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than 3 horizontal to 1 vertical.

~~d.~~

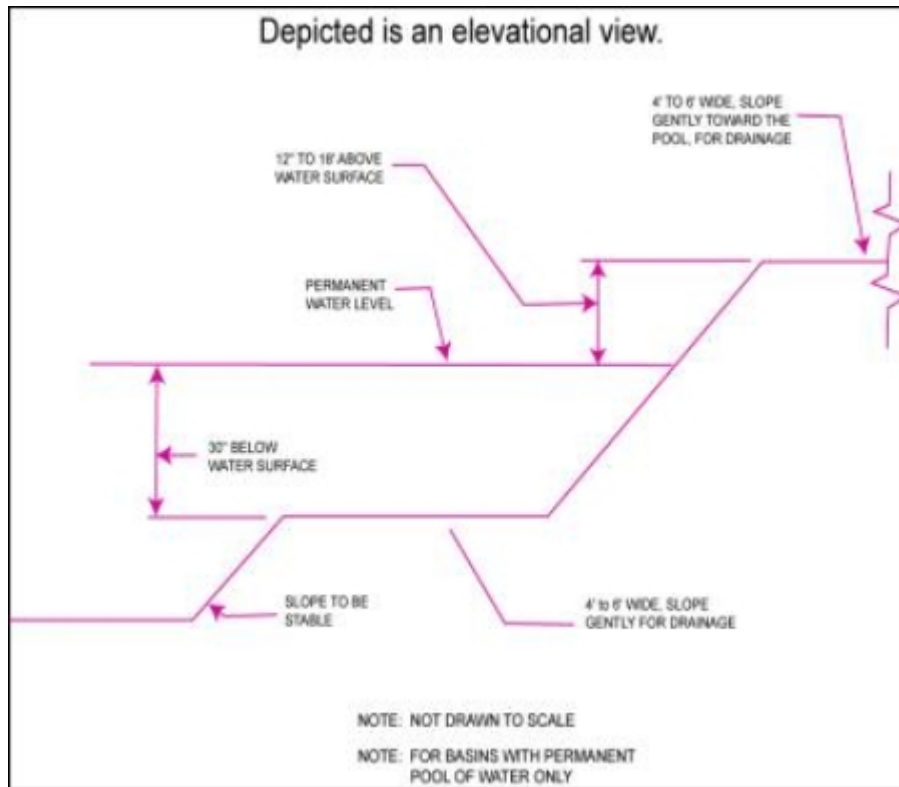
Variance or Exemption from Safety Standards.

~~1.~~

A variance or exemption from the safety standards for stormwater management basins may be granted only upon a written finding by the appropriate reviewing agency (municipality, County or Department) that the variance or exemption will not constitute a threat to public safety.

~~e.~~

Illustration of Safety Ledges in a New Stormwater Management Basin.



- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in 25-29.8.C.1, C.2 and C.3 for trash racks, overflow grates, and escape provisions at outlet structures.
- C. Requirements for Trash Racks, Overflow Grates and Escape Provisions
 1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;

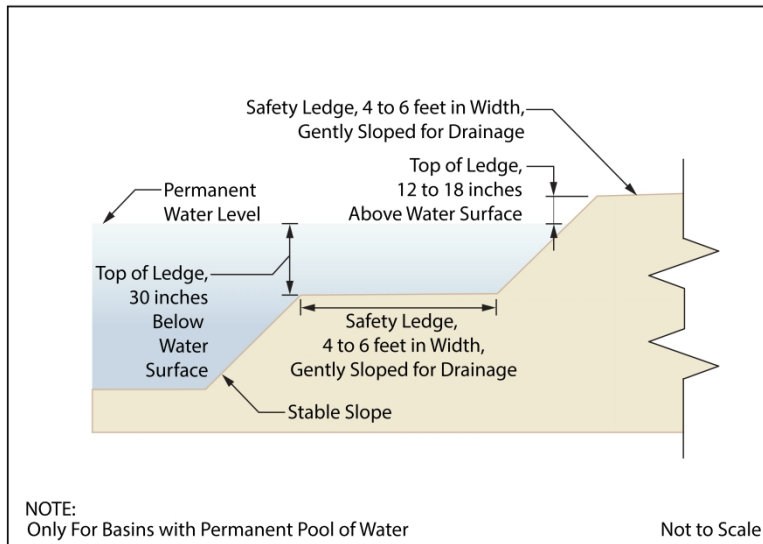
- iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
- 2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no less than two inches across the smallest dimension
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
- 3. Stormwater management BMPs shall include escape provisions as follows:
 - i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to 25-29.8.C, a free-standing outlet structure may be exempted from this requirement;
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See 25-29.E for an illustration of safety ledges in a stormwater management BMP; and
 - iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



Section IX. 25-29.9 Requirements for a Site Development Stormwater Plan:

a.

Submission of Site Development Stormwater Plan.

1.

Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Subsection ~~25-29.9c~~ below as part of the submission of the applicant's application for subdivision or site plan approval.

2.

The applicant shall demonstrate that the project meets the standards set forth in this section.

3.

The applicant shall submit the specified number of copies of the materials listed in the checklist for site development stormwater plans in accordance with Subsection ~~25-29.9c~~ of this section.

b.

Site Development Stormwater Plan Approval: The applicant's site development project shall be reviewed as a part of the subdivision or site plan review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the engineer retained by the Planning and/or Zoning Board (as appropriate) to determine if all the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

Checklist Requirements. The following information shall be required:

~~1.~~

Topographic Base Map. The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of one inch equals 200 feet or greater, showing two-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category 1 waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing manmade structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

~~2.~~

Environmental Site Analysis. A written and graphic description of the natural and manmade features of the site and its environs. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

~~3.~~

Project Description and Site Plan(s). A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification of proposed changes in natural conditions may also be provided.

~~4.~~

Land Use Planning and Source Control Plan. This plan shall provide a demonstration of how the goals and standards of Subsections ~~25-29.3~~ through ~~25-29.6~~ are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

~~5.~~

~~Stormwater Management Facilities Map. The following information, illustrated on a map of the same scale as the topographic base map, shall be included:~~

~~(a)~~

~~Total area to be paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.~~

~~(b)~~

~~Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.~~

~~6.~~

~~Calculations.~~

~~(a)~~

~~Comprehensive hydrologic and hydraulic design calculations for the predevelopment and post-development conditions for the design storms specified in Subsection **25-29.5** of this section.~~

~~(b)~~

~~When the proposed stormwater management control measures (e.g. infiltration basins) depends on the hydrologic properties of soils, then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.~~

~~7.~~

~~Maintenance and Repair Plan. The design and planning of the stormwater management facility shall meet the maintenance requirements of Subsection 25-29.10.~~

~~8.~~

~~Waiver from Submission Requirements. The municipal official or board reviewing an application under this section may, in consultation with the Municipal Engineer, waive submission of any of the requirements in Subsections **25-29.9c,1** through 6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.~~

A. Submission of Site Development Stormwater Plan

- 1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the**

Checklist for the Site Development Stormwater Plan at 25-29.9.C below as part of the submission of the application for approval.

2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit twenty (20) copies of the materials listed in the checklist for site development stormwater plans in accordance with 25-29.9.C of this ordinance.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal

high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of Sections III through V are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section IV of this ordinance.
- ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of 25-29.10.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in Section IX.C.1 through IX.C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

Section X. 25-29.10 Maintenance and Repair:

a.

Applicability.

1.

Projects subject to review as in Subsection **25-29.1c** of this section shall comply with the requirements of Subsection 25-29.10b and c.

b.

General Maintenance.

1.

The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.

2.

The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures are available in the New Jersey Stormwater Best Management Practices Manual. If the maintenance plan identifies a person other than the developer (for example, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's agreement to assume this responsibility, or of the developer's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.

3.

Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project.

4.

If the person responsible for maintenance identified under Subsection 25-29.10b,2 above is not a public agency, the maintenance plan and any future revisions based on Subsection 25-29.10b,7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.

5.

Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure, including repairs or replacement to the

structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.

~~6.~~

The person responsible for maintenance identified under Subsection 25-29.10b,2 above shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders.

~~7.~~

The person responsible for maintenance identified under Subsection 25-29.10b,2 above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed.

~~8.~~

The person responsible for maintenance identified under Subsection 25-29.10b,2 above shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Subsections 25-29.10b,6 and 7 above.

~~9.~~

The requirements of Subsections 25-29.10b,3 and 4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency.

~~10.~~

In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have 14 days to effect maintenance and repair of the facility in a manner that is approved by the Municipal Engineer or his designee. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person.

~~c.~~

Nothing in this section shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

~~d.~~

Penalties: Any responsible person who violates any portion or section of this section shall be subject to those specified in Chapter 1, § 1-5 of these Revised General Ordinances.

A. Applicability

Projects subject to review as in 25-29.1.C of this ordinance shall comply with the requirements of 25-29.10.B and C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under 25-29.10.B.3 above is not a public agency, the maintenance plan and any future revisions based on 25-29.10.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.

7. The party responsible for maintenance identified under 25-29.10.B.3 above shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by 25-29.10.B.6 and B.7 above.
8. The requirements of 25-29.10.B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.

Regardless if the stormwater management facilities are maintained by the municipality, another government agency or a private property owner or owners' association a two-year maintenance guarantee shall be posted for these facilities in accordance with N.J.S.A. 40: 55D-53. Maintenance and inspection guidance can be found on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- C. Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

Section XI. 25-29.11 Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this ordinance shall be subject to the following penalties:

See Section 25-59

{Municipality to specify}

~~§ 25-29.11 Severability.~~

~~{Ord. No. 2357-12 § 25-29.11}~~

If the provisions of any subsection, paragraph, subdivision, or clause of this section shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any subsection, paragraph, subdivision, or clause of this section.

Section XII. 25-29.12 Severability:

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

~~§ 25-29.12 Repealer.~~

~~{Ord. No. 2357-12 § 25-29.12}~~ **Section XIII. 25-29.13 Repealer**

All other ordinances or parts of ordinances inconsistent with this section are hereby repealed.

~~§ 25-29.13 Effective Date.~~

~~{Ord. No. 2357-12 § 25-29.13}~~ **Section XIV. 25-29.14 Effective Date:**

This section shall take effect upon the approval by the County review agency, or 60 days after submission to the County review agency if they fail to act.

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

Robert D. Parisi, Mayor

Cindy Matute-Brown, Council President

Karen J. Carnevale, Municipal Clerk

Introduced: November 23, 2021

Adopted: December 14, 2021

2668-21

LEGISLATIVE HISTORY

The provisions of the Federal Clean Water Act are administered by the New Jersey Department of Environmental Protection (NJDEP). The NJDEP adopted regulations which require Municipalities to follow to be in compliance with the Federal Act. This stormwater control ordinance regulates new land use developments and other land use projects which may not require land use approval. This new Ordinance which follows the NJDEP Model Ordinance amends the current Stormwater Control Ordinances of Chapter 25, Land Use Regulations.

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

ORDINANCE NUMBER 2669-21

BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$160,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$152,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a local improvement to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") pursuant to N.J.S.A. 40:56-1 et seq. and the cost of said improvement or purpose shall be assessed on the properties benefitted thereby. For the improvement or purpose stated in Section 3, there is hereby appropriated the amount of \$160,000, including the amount of \$8,000 as the down payment for the improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). Said down payment is now available therefor by virtue of a provision in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvement or purpose and to meet the \$160,000 appropriation not provided for by the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$152,000 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$152,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is for the installation of a sanitary sewerage system and associated laterals to properties located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue, known as Block 175.08, Lots 8, 9 and 12 and Block 175.14, Lots 1, 2 and 3, as referenced on the official tax map of the Township (the "Assessed Properties"), all as shown on and in accordance with plans on file in the Office of the Township Clerk, which plans are hereby approved. Such improvements shall also include, as applicable, the acquisition of rights-of-way, excavation, installation of sanitary sewer mains, associated laterals, sewer pipes and all piping and valves associated therewith, site restoration, repaving and landscaping, engineering and design work and also including all work, materials, labor and appurtenances necessary therefor or incidental thereto. The Assessed Properties are also on file in the office of the Township Clerk and are hereby incorporated in this bond ordinance as if more fully set forth herein.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is \$152,000.

(c) The estimated cost of said improvement or purpose is \$160,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the aggregate amount of \$152,000, is the down payment for said improvement or purpose in the amount of \$8,000.

(d) The estimated total cost of the improvement or purpose to be assessed against the Assessed Properties is \$96,000.

(e) The estimated total cost of the improvement or purpose to be contributed and borne by the Township is \$64,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the Township, provided

that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Township shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable, for the Township. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget of the Township, a revised capital or temporary capital budget for the Township has been filed with the Division of Local Government Services.

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

(a) The improvement and purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the Township may lawfully undertake as a local improvement, the cost of which has been or shall be specially assessed on the Assessed Properties, which Assessed Properties shall be specially benefited thereby.

(b) The Township will contribute \$64,000 to the cost of the improvement or purpose described in Section 3 hereof, and the Assessed Properties will contribute \$96,000 to the cost of the improvement or purpose described in Section 3 hereof.

(c) The number of annual installments in which the special assessments may be paid is twenty (20) years.

(d) The estimated maximum amount of special assessments shall be \$96,000.

(e) At least seven (7) days prior to such time fixed for further consideration for final passage of this bond ordinance, a copy of this bond ordinance, together with a notice of the introduction hereof, and the time and place, when and where this bond ordinance will be further considered for final passage shall be mailed to the person whose land may be affected by this bond ordinance or any assessments which may be made in pursuance thereof, so far as the same may be ascertained, to his/her last known post office address.

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

(g) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$152,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(h) An aggregate amount not exceeding \$4,350 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost indicated herein for the improvement or purpose described herein.

(i) If the amount of the assessments on the Assessed Properties is less than \$96,000, then the Township will contribute the difference between such reduced assessment and the cost of the improvement or purpose, such difference to be financed by the issuance of general improvement bonds or notes of the Township.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad*

valorem taxes upon all the taxable properties located within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein have been or are reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the Township, or any member of the same “Controlled Group” as the Township, within the meaning of Treasury Regulation Section 1.150-1(e), pursuant to its budget or financial policies with respect to any expenditures to be reimbursed. This Section 9 is intended to be and hereby is a declaration of the Township’s official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2.

SECTION 10. The Township covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under this ordinance.

SECTION 11. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: November 23, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN,
Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: December 14, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN,
Council President
Township of West Orange**

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

**ROBERT D. PARISI, Mayor
Township of West Orange**

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township as of November 23, 2021, that such Supplemental Debt Statement was filed in my office on November 23, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on November 23, 2021.

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

**PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on November 23, 2021. It will be further considered for final passage, after public hearing thereon, at a virtual meeting of the Township Council of the Township to be held on December 14, 2021 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at www.westorange.org. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$160,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$152,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF
Purpose(s):	Providing for the installation of a sanitary sewerage system and associated laterals to properties located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue, known as Block 175.08, Lots 8, 9 and 12 and Block 175.14, Lots 1, 2 and 3, as referenced on the official tax map of the Township (the "Assessed Properties"), all as shown on and in accordance with plans on file in the Office of the Township Clerk.
Appropriation:	\$160,000
Bonds/Notes Authorized:	\$152,000
Down Payment:	\$8,000
Section 20 Costs:	\$4,350
Useful Life:	40 Years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY PUBLIC NOTICE**

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on December 14, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$160,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$152,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF

Purpose(s): Providing for the installation of a sanitary sewerage system and associated laterals to properties located on Mellon Avenue between Cleveland Terrace and Kitchenner Avenue, known as Block 175.08, Lots 8, 9 and 12 and Block 175.14, Lots 1, 2 and 3, as referenced on the official tax map of the Township (the "Assessed Properties"), all as shown on and in accordance with plans on file in the Office of the Township Clerk.

Appropriation: \$160,000

**Bonds/Notes
Authorized:** \$152,000

Down Payment: \$8,000

**Section 20
Costs:** \$4,350

Useful Life: 40 Years

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on November 23, 2021 at 7:00 p.m. at the Township's Municipal Building or via a virtual meeting, as applicable, 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 Township Council and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this __ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on December 14, 2021 at 7:00 p.m. at the Township's Municipal Building or via a virtual meeting, as applicable, 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 Township Council and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this __ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on November 23, 2021 and finally adopted on December 14, 2021.

2. After introduction, the bond ordinance was published as required by law on November 24, 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 of said ordinance or a summary thereof 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 published as required by law on December 16, 2021 in the West Orange Chronicle. No protest signed by any person

against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

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

6. A certified copy of the ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this __ day of _____, 2021.

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

(SEAL)

**CERTIFICATE OF CLERK AS TO NOTICE
OF LOCAL IMPROVEMENT**

I, KAREN J. CARNEVALE, Clerk of the Township of West Orange , in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that at least seven (7) days prior to December 14, 2021, a copy of the ordinance entitled, **“BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$160,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$152,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF”**, together with a notice of the introduction thereof, and the time and place when and where such ordinance was to be further considered for final passage, was mailed to every person whose lands may be affected by the ordinance or any assessment which may be made in pursuance thereof, so far as the same may be ascertained, directed to his/her last known post-office address.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

DOWN PAYMENT CERTIFICATE

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

“BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$160,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$152,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF”,

there was available a down payment for the purpose authorized by said bond ordinance the amount of \$8,000, which sum was made available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

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

JOHN GROSS,
Chief Financial Officer

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapters 2, 4, and 12 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 extend the smoking prohibition for certain public areas to include cannabis products and electronic cigarettes and to update the penalty provision governing violation of the smoking prohibition in municipally owned buildings and lands.

II. CHAPTER 2, SECTION 17.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-17 DEPARTMENT OF RECREATION AND CULTURAL AFFAIRS.

25-17.5 Regulations.

The following acts are expressly prohibited and/or regulated by the Recreation Department and shall require enforcement under Chapter 4. The following such acts are prohibited and/or regulated:

- a. Other than in regulated parking areas, no vehicle shall be allowed within any park owned by the Township or under its jurisdiction at any time except for emergency vehicles or others with written permission from the Recreation Director.
- b. It shall be strictly prohibited for one to start or maintain a fire of any kind or to use barbecue equipment of any kind in any park owned by the Township or under its jurisdiction or on other Township owned or maintained property.
- c. It shall be strictly prohibited for one to operate a powered flight model in any park owned by the Township or under its jurisdiction or on other Township owned or maintained property.
- d. It shall be unlawful for a person to enter into any park owned by the Township or under its jurisdiction or on other Township owned or maintained property and post bills of any sort without the express permission of the Recreation Director.
- e. A permit shall be required for organized group/team practices, games and/or activities. All permits are issued through the Recreation Department. This shall include all recreational facilities and open space located within the parks and playgrounds deemed to be under the jurisdiction of the Recreation Department. The Recreation Department shall establish reasonable guidelines, policies, and prohibitions for the issuance of said permits.
- f. The use of all recreational facilities under the jurisdiction of the Recreation Department for financial gain by businesses, organizations, and individuals shall be prohibited without the written permission of the Recreation Department.

- g. Scholastic games and practices shall have priority over all other users including those who may have previously occupied the park area.
- h. Bike riding, roller blading, skateboarding and the use of any and all riding devices utilizing wheels or rollers are prohibited on all hard-court surfaces within any Recreation facility.
- i. People are prohibited from wearing hard sole shoes on the tennis courts within any Township park. Additionally, the use of metal spiked or cleated footwear is prohibited on all artificial or synthetic surfaces.
- j. There shall be one hour time limit for the use of the tennis courts when other players are waiting to use the tennis courts.
- k. The Recreation Department may charge and collect in advance a reasonable fee for admission to or use of facilities, programs, or activities as specifically authorized by Resolution of Council.
- l. Golfing activities are prohibited in all Recreation Department facilities.
- m. Abusive language and actions are prohibited in all Recreation Department facilities.
- n. The possession, use, and/or consumption of alcohol is prohibited in all Recreation Department facilities without the written permission of the Recreation Director.
- o. Smoking of cigarettes, including electronic cigarettes, use of tobacco products, or the smoking or consumption of cannabis products within or adjacent to public parks, playgrounds and ball fields under the jurisdiction of the Recreation Department is prohibited.
- p. Excessive noise is prohibited at all times.
- q. All dogs must be leashed within the confines of all Recreation Department facilities. Furthermore, dogs shall be prohibited from being inside the confines of a Kiddie Park, as defined herein.
- r. No littering or dumping is permitted. Dumpsters located within all Recreation Department facilities are restricted to municipal use only.
- s. All activities that endanger the health, safety or welfare of others, or that breach the public peace, are prohibited at all times.

III. CHAPTER 4, SECTION 33.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

4-33 SMOKE FREE KIDS' ZONES.

4-33.1 Prohibition Against Smoking and Use of Tobacco or Cannabis Products.

- a. Smoking of cigarettes, including electronic cigarettes, the use of tobacco products, and the smoking or consumption of cannabis product within public parks, playgrounds, ballfields and schoolgrounds shall be prohibited within the Township of West Orange.
- b. Smoking of cigarettes, including electronic cigarettes, the use of tobacco products, and the smoking or consumption of cannabis product shall be prohibited within the Oskar Schindler Performing Arts Center located at 4 Boland Drive.

IV. CHAPTER 12, SECTION 10 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-10 SMOKING PROHIBITED.

It shall be unlawful for any person to:(i) smoke or carry lighted tobacco; (ii) utilize electronic cigarettes; or (iii) smoke or consume any cannabis product within any municipally-owned building. This section, however, shall not apply to any residential units within municipally-owned housing.

Pursuant to N.J.S.A. 26:3D-62, a violation of this section act is subject to a fine of not less than \$250 for the first offense, \$500 for the second offense and \$1,000 for each subsequent offense.

V. 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.

VI. 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.

VII. EFFECTIVE DATE

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

2671-21

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

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST
ORANGE, NEW JERSEY** that Chapter 2 of the Revised General Ordinances of the Township of West
Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to correct and clarify Ordinance 2658-21 adopted on October 12, 2021 which established an alternate route appointment for entry level appointments for the West Orange Police Department as authorized under N.J.S.A. 11A:4-1.3(a). This ordinance corrects and clarifies the ordinance to provide that the nepotism policy governing appointments and hiring is for application when utilizing the alternate route appointment process and shall not apply to officers appointed through the Civil Service examination.

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

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

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

- a. Each applicant shall comply with all of the laws of the State of New Jersey pertaining to qualifications of Police Officers. No person shall be given or accept a permanent appointment as a Police Officer in the Township unless such person has first been given a probationary or temporary appointment to such office for a period of not longer than one year or one year after the date of graduation from the Police Academy, whichever is longer, and has successfully completed a Police training course at a school approved and authorized by the Police Training Commission in the Department of Law and Public Safety of the State of New Jersey, pursuant to the provisions of N.J.S.A. 40A:14-118 et seq. Each candidate for appointment to the Police Department shall submit to such written and oral examination as may be prescribed by Civil Service, except that at the sole discretion of the Mayor a candidate for an entry-level law enforcement position may be exempt from this requirement for examination by Civil Service pursuant to N.J.S.A. 11A:4-1.3(a) provided that they have successfully completed a full Basic Course for Police Officers training course at a school approved and authorized by the Police Training Commission. Each candidate for appointment to the Police Department shall also submit to a physical examination by a licensed practicing physician and/or an examination by a licensed psychologist of the State of New Jersey, designated for such purpose. The character and scope of such examination shall be for the purpose of revealing the extent to which the applicant may be mentally, physically and otherwise qualified to perform his appropriate duties in the Department. Any applicant who shall fail to meet the physical qualifications as may be set up by the Appropriate Authority, or in the opinion of the examining physician is incapable of performing the duties of a Police Officer in a safe and efficient manner shall be ineligible for appointment to the Department.
- b. No person shall be appointed to the Police Department as a regular or probationary member unless that person shall at the time of making application be between the age of 18 and 35 years,

except as provided by law in the case of veterans. The applicant shall be a citizen of the United States of America.

- c. Before any person shall be appointed as member of the Police Department, the Appointing Authority shall classify all the duly qualified applicants for the position or positions to be filled in the respective Departments, in accordance with N.J.S.A. 40A:14-123.10 in the following classes:
 1. Bona fide residents of the Township.
 2. Bona fide residents of the County of Essex.
 3. Bona fide residents of counties contiguous to the County of Essex.
 4. Other residents of the State of New Jersey.
 5. All other qualified applicants.
Within each such classification, duly qualified applicants who are veterans shall be accorded all such veterans' preferences as are provided by law. (Persons discharged from the service within six months prior to making application to the Township who fulfill the requirements of N.J.S.A. 40A:14-10.1, and who thereby are entitled to appointment notwithstanding their failure to meet the New Jersey residence requirement at the time of their initial application shall be placed in Class III.)
- d. In making such appointments, the Appointing Authority shall first appoint all those in Class I and those in each succeeding class in the order above listed, and shall appoint a person or persons in any such class only to a vacancy or vacancies remaining after all qualified applicants in preceding class or classes have been appointed or have declined an offer of appointment.
- e. The classes of qualified applicants defined in Subsection c above, shall be considered as separate and successive lists of eligibles, and the Civil Service Commission shall, when requested to certify eligibles for positions specified in this section, make such certifications from the classes separately and successively, and shall certify no person from any such class until all persons in the preceding class or classes have been appointed or have declined offers of appointment.
- f. This section shall apply only to initial appointments and not to the promotional appointments of persons already members of the Police Department.
- g. In making temporary appointments, the Appointing Authority shall utilize the classifications set forth in Subsection c above, and shall classify accordingly all duly qualified applicants for the position or positions to be temporarily filled.
- h. For all purposes, residency must be continuously maintained from the closing date for application up to and including the date of appointment.

- i. No family member, including a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act of a member of the Police Department shall be eligible for appointment to the Police Department by way of appointment through the alternate route appointment procedures pursuant to N.J.S.A. 11A:4-1.3(a) as allowed in Subsection (a) of this section.

III. CHAPTER 2, SECTION 14.9 SHALL BE AND HEREBY IS REMOVED IN ITS ENTIRETY:

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY
COUNCIL PRESIDENT

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

INTRODUCED: December 14, 2021

ADOPTED: January 4, 2022

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2671-21

Legislative History

The purpose of this ordinance is to correct and clarify Ordinance 2658-21 adopted on October 12, 2021 which established an alternate route appointment for entry level appointments for the West Orange Police Department as authorized under N.J.S.A. 11A:4-1.3(a). This ordinance corrects and clarifies the ordinance to provide that the nepotism policy governing appointments and hiring is for application when utilizing the alternate route appointment process and shall not apply to officers appointed through the Civil Service examination.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-18.1, ONE WAY STREETS DESIGNATED, SUBSECTION 7-7.3, TEMPORARY PARKING PROHIBITED FOR SNOW PLOWING AND REMOVAL, SUBSECTION 7-12, PARKING PROHIBITED FOR STREET CLEANING AND MAINTENANCE, SUBSECTION 7-14.1c, NIGHT PARKING RESTRICTED AND SUBSECTION 7-14.7, ALTERNATE SIDE PARKING 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 7-18.1, One Way Streets, of the Revised General Ordinances of Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Direction	Limits
Dean Street	North	Joyce Street to Valley Road

Section 2. Subsection 7-7.3, Temporary Parking Prohibited for Snow Plowing and Removal, 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*):

Name of Street	Side	Limits
Dean Street	West	Joyce Street to Valley Road

Section 3. Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance, 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*):

Name of Street	Side	Hours and Days	Location
Dean Street	East	Thursday 9 A.M. to 1P.M.	Joyce Street to Valley Road
Dean Street	West	Monday 9 A.M. to 1P.M.	Joyce Street to Valley Road

Section 4. Subsection 7-14.1c, Night Parking Restricted, 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*):

Exceptions:

Name of Street	Sides	Location
Dean Street	Both	Joyce Street to Valley Road

Section 5. Subsection 7-14.7, Alternate Side Parking, 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*):

Name of Street	Column A	Column B	Location
<i>Dean Street</i>	<i>West</i>	<i>East</i>	<i>Entire length</i>

Section 6. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 7. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

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

ROBERT D. PARISI, MAYOR

COUNCIL PRESIDENT

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

INTRODUCED: December 14, 2021
ADOPTED: January 4, 2022

LEGISLATIVE HISTORY

Dean Street, located in the Valley between Joyce Street and Valley Road and one block west of Lafayette Street which is a one way street southbound immediately east of Dean Street along the border with the City of Orange Township, has a disproportionately higher volume of traffic than Lafayette Street since it is a two way street. This Ordinance will designate Dean Street a one way street northbound opposite that of Lafayette Street, to balance the volume flow of traffic between the two streets. This Ordinance will allow parking at all times on both sides of Dean Street except for two four hour periods for street cleaning and maintenance. Thus, the alternate side regulations will be repealed. However, overnight parking will be allowed as Dean Street will still be an exception to the No Parking 2 A.M. to 5 A.M. regulation.

AN ORDINANCE AMENDING CHAPTER 5, SECTION 34.5 AND CHAPTER 25, SECTION 24.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

(LICENSED CANNABIS ENTITIES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapters 5 and 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 update the provision of the Municipal Code of the Township of West Orange governing: (i) the application fee for a Local License to operate a Licensed Cannabis Entity within the Township of West Orange to authorize the amount of such fee to be established by resolution of the Township Council; and (ii) the zoning conditions for Licensed Cannabis Entities within the Township of West Orange to add a condition that any such Licensed Cannabis Entity shall not be located within 100 feet from any school building owned and operated by the West Orange Board of Education.

II. CHAPTER 5, SECTION 34.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.5 Application for Local License and Local License Fee.

- a. Applications for licensing pursuant to this section shall be submitted to the Office of the Township Clerk under oath on a form furnished by the Township. Upon the filing of the application, the Applicant shall pay to the Township an application fee in an amount to be established by resolution of the Township Council. The Office of the Township Clerk shall then transmit the application to the Office of Police Chief for the West Orange Police Department or the Chief's designee for review of the application. The Office of the Township Clerk shall also provide a copy of the application to the: (i) Board of Education; (ii) the Township Zoning Officer; (iii) the Health Department; and the (iv) Township Fire Chief, except for the transmission of the requirements set forth in subsection (b)(4)(a) of this provision. These departments shall review the application and forward their comments to the Police Chief for the West Orange Police Department or the Chief's designee no later than fourteen (14) days from transmission of the application.
- b. The application shall require submission of the following information:
 1. The name and home address of the Applicant. If the Applicant is not a natural person, the Applicant shall submit a statement setting forth the names and home addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a

- 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed with its home address. The disclosure shall be continued until names and home addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.
2. The name of any other business entities in which any of the individuals identified pursuant to subsection (b)(1) of this provision have or have had an ownership interest which: (i) cultivates, manufactures, wholesales or dispenses cannabis or cannabis products; (ii) invests or finances in any such entity; or (iii) is regulated by any governmental entity.
 3. A copy of the license issued by the Commission authorizing the Applicant to operate as a Licensed Cannabis Entity with a copy of all application materials and documents submitted to the Commission for a license.
 4. Plans prepared by a duly licensed architect, engineer, or planner which shall depict the layout and design for the proposed location of the Licensed Cannabis Entity within the Township.
 - (a). The required plans shall depict the proposed security measures for the location in order for the West Orange Police Department to evaluate the sufficiency of the security measures as required under this section. The plans shall be deemed confidential and shall only be transmitted to the Police Chief for the West Orange Police Department or the Chief's designee.
 - (b). The Applicant shall also provide either a lease agreement or agreement of sale for the property where the Applicant intends to operate the Licensed Cannabis Entity. The lease agreement or agreement of sale may be contingent upon the Applicant's ability to successfully: (i) obtain a Local License; and (ii) if applicable, obtain approval from the West Orange Planning Board or the West Orange Zoning Board of Adjustment.
 5. Acknowledgment and agreement authorizing the West Orange Police Department to perform background checks and/or investigations regarding any individuals disclosed pursuant to subsection (b)(1) of this provision and any employees of the Applicant.
 6. If the Applicant is applying for a Local License as a Targeted Microbusiness, a copy of any and all documents issued by the Commission declaring the Applicant as microbusiness under the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act with a copy of all application materials and documents submitted to the Commission for such a declaration.
- c. The Police Chief for the West Orange Police Department or the Chief's designee shall review the application, review the comments from the departments provided pursuant to subsection (a) of this provision, and prepare a memorandum addressed to the Township Council: (i) analyzing the Applicant's ability to comply with all of the Township's

requirements for a Licensed Cannabis Entity, including the required security measures; (ii) assessing the benefits compared to the potential harm of the Applicant's proposed operation of a Licensed Cannabis Entity; and (iii) recommending whether to grant or deny the application for a Local License. The Police Chief or the Chief's designee shall transmit the memorandum to the Office of the Township Clerk.

- d. Within sixty (60) days from the transmission of the memorandum to the Office of the Township Clerk, the Township Council shall adopt a resolution either granting the application or denying the application. The Township Council's failure to adopt a resolution within the sixty (60) day period shall be deemed a denial of the application.

III. CHAPTER 25, SECTION 24.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-24.2 Conditional Uses.

- b. Specific Requirements. Subject to the stipulations, guiding principles and conditions contained in this section, the Planning Board shall have the power to grant conditional uses authorized by the Table of District Regulations, in specified districts, as follows:

2. Business and Industrial Districts.

(o) Licensed Cannabis Entities. Licensed Cannabis Retailers and Licensed Medical Cannabis Dispensaries shall be permitted as a conditional use in the B-1, B-2, and I Districts. All other Licensed Cannabis Entities shall be permitted as a conditional use in the I Districts. These conditional uses shall be subject to the following conditions:

- (1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (2) No Licensed Cannabis Entity shall be located within one hundred feet (100') of any school building owned and operated by the West Orange Board of Education.
- (3) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.
- (4) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.
- (5) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment.
- (6) A Licensed Cannabis Entity shall meet of the required security measures as set forth in Chapter 5, Section 34 of the Township of West Orange Municipal Code.

(7) Cannas Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited from all Licensed Cannabis Entities.

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

COUNCIL PRESIDENT

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

INTRODUCED: December 14, 2021

ADOPTED: January 4, 2021

Legislative History

The purpose of this ordinance is to update the provisions of the Municipal Code of the Township of West Orange governing: (i) the application fee for a Local License to operate a Licensed Cannabis Entity within the Township of West Orange to authorize the amount of such fee to be established by resolution of the Township Council; and (ii) the zoning conditions for Licensed Cannabis Entities within the Township of West Orange to add a condition that any such Licensed Cannabis Entity shall not be located within 100 feet from any school building owned and operated by of the West Orange Board of Education.