

1. Conference Meeting Agenda

Documents:

[CA 2.15.22.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 2.15.22.PDF](#)

3. Resolution(S)

3.I. 25-22 POSTPONED

Documents:

[25-22 RECREATION DEPT. FEES 2022.PDF](#)

3.II. 26-22

Documents:

[26-22 RAFFLE LICENSES.PDF](#)

3.III. 27-22

Documents:

[27-22 SUSTAINABLE JERSEY AND PSEG FOUNDATION-SMALL GRANTS PROGRAM.PDF](#)

3.IV. 28-22 REMOVED

3.V. 29-22

Documents:

[29-22 GARBAGE REIMBURSEMENT 2021.PDF](#)
[29-22 ATTACHMENT - GARBAGE REIMBURSEMENT 2021 \(1\).PDF](#)
[29-22 ATTACHMENT - GARBAGE REIMBURSEMENT 2021 \(2\).PDF](#)

3.VI. 30-22

Documents:

[30-22 AUTHORIZING SERVICE AGREEMENT WITH GOOSE CONTROL TECHNOLOGY FOR REMOVAL OF CANADIAN GEESE - 2022.PDF](#)

3.VII. 31-22

Documents:

[31-22 AUTHORIZING AGREEMENT WITH GARDEN STATE LABORATORY](#)

FOR LABORATORY TESTING SERVICES - 2022.PDF
31-22 EXHIBIT - GARDEN STATE LABORATORY AGREEMENT 2022.PDF

3.VIII. 32-22

Documents:

32-22 DUPLICATE PAYMENT RESOLUTION 2022 Q1.PDF

3.IX. 33-22

Documents:

33-22 AWARD OF CONTRACT TO ZOLL MEDICAL THROUGH NATIONAL
COOP 2022.PDF
33-22 EXHIBIT A- ZOLL.PDF
33-22 EXHIBIT B-ZOLL.PDF

3.X. 34-22

Documents:

34-22 RESOLUTION-SUSTAINABLE JERSEY COMPLETE STREETS
TECHNICAL ASSISTANCE PROGRAM-WEST ORANGE.PDF

3.XI. 35-22

Documents:

35-22 AUTHORIZING EXTENSION OF AGREEMENT FOR AFFORDABLE
HOUSING ADMINISTRATIVE SERVICES WITH CGPH - 2022.PDF
35-22 EXHIBIT A - EXTENSION OF AGREEMENT FOR AFFORDABLE
HOUSING ADMINISTRATIVE SERVICES WITH CGPH - 2022.PDF

3.XII. 36-22

Documents:

36-22 CHANGE ORDER NO. 1- ARCARI IOVINO - ADDITIONAL SERVICES -
WOPL.PDF
36-22 - ATTACHMENT - CHANGE ORDER NO. 1.PDF

3.XIII. 37-22

Documents:

37-22 AUTHORIZING PHASE 2 FINAL ACCOUNTING - 2020.PDF
37-22 STREET IMPROVEMENTS PHASE II FINAL AS BUILT QUANTITY
ACCOUNTING.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2673-21

Documents:

2673-21 REVISED ORDINANCE GOVERNING CANNABIS BUSINESSES -

[REDLINED \(REVISED\).PDF](#)

4.II. 2676-22

Documents:

[2676-22 ORDINANCE_ILLEGAL DUMPING_AMENDMENT TO CHAPTER 4
SECTION 1_REDLINED.PDF](#)

4.III. 2677-22

Documents:

[2677-22 ORDINANCE FOR SIGNS FOR DRIVE-THROUGH BUSINESSES -
REDLINED.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, February 15, 2022
Meeting No. 4

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 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

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

6:30 P.M

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

Township of West Orange

66 Main Street – 7:00 p.m.

February 15, 2022

Meeting No. 4

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 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting February 1, 2022**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids**
 - a. Planning Board Resolution – Township of West Orange Historic Preservation Commission Presentation: Proposed Designation of Certain Properties as Historic Landmarks**
 - b. Correspondence from Planning Board – Proposed Amendment to Land Use Regulations, Chapter 25:15.3.c Signage for Business with Drive Up Windows (2677-22)**
- 7. *Bills-None**
- 8. *Resolutions**
 - a. 25-22 POSTPONED Resolution Establishing Certain Fees and Rates on Behalf of the Recreation Department for the 2022 Season (Kehoe)**
 - b. 26-22 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - c. 27-22 Resolution of Support from the Township of West Orange Authorizing the Sustainable Jersey Grant Funded by PSEG (Grant Writer)**
 - d. 28-22 REMOVED**
 - e. 29-22 Resolution Authorizing the 2021 Reimbursement for Garbage Collection Services for Essex Green Villas and 300-306 Main Street (Gross)**
 - f. 30-22 Resolution Authorizing the Execution of a Service Agreement with Goose Control Technology for Removal of Canadian Geese from Degnan Park and the Oskar Schindler Performing Arts Center for 2022 (Legal-Moon)**

- g. **31-22** Resolution Authorizing the Execution of an Agreement with Garden State Labs for Laboratory Services for 2022 (DeNova)
- h. **32-22** 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)
- i. **33-22** Resolution Awarding a Contract to Zoll Medical Through the Use of the NPPGOV National Cooperative Pursuant to N.J.S.A. 52:34-6.2 (P. Reynolds)
- j. **34-22** Resolution by the Mayor and Council of the Township of West Orange Authorizing an Application to the Complete Streets Technical Assistance Program (Lepore)
- k. **35-22** Resolution authorizing the Township to Exercise the Extension of the Agreement with CGPH for Affordable Housing Administrative Services for an Additional One-Year Period (Legal-Moon)
- l. **36-22** Resolution Authorizing Change Order No. 1 with Arcari Iovino in the amount of \$9,050 for Funding the Additional Services and Reimbursable Expenses Associated with the Architectural Design at 10 Rooney Circle (Lepore).
- m. **37-22** Resolution Authorizing an Additional Appropriation of \$128,033.45 for the Contract Street Improvements 2020 Phase II with Cifelli and Son General Contracting, Bringing the Final Contract Cost to \$2,943,550.20 which Reflects as Built Quantities to all the Bid Items of Work Authorized in the Original Contract and Change Order No. 1, Change Order No. 2 and Change Order No. 3. (Lepore)

9. Ordinances on Second and Final Reading

- a. **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)
- b. **2676-22** An Ordinance Amending and Supplementing Chapter 4, Section 1.1 and 1.7 and Establishing Section 1.8 of the Revised General Ordinances of the Township of West Orange (Illegal-Dumping) (Legal-Trenk)
- c. **2677-22** An Ordinance Amending Chapter 25, Section 15.3.c. of the Revised General Ordinances of the Township of West Orange (Signage for Businesses with Drive-Up Windows) (Legal-Trenk)

10. Ordinances on First Reading - None

11. Pending Matters/New Matters/Council Discussion

10. ABC Hearing-None

11. Adjournment

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

Agenda is subject to change.

Zoom Link

<https://us06web.zoom.us/j/85780191505?pwd=ckdpUDZGUHN6TGYYrZlNtejVvZGkvUT09>

Or Telephone: Dial: US: 1-646-558-8656

Webinar ID: 857 8019 1505

Password: 510269

Next Meeting Date(s): March 1, 2022

RESOLUTION

WHEREAS, the West Orange Recreation Department desires to establish certain fees and rates for various programs sponsored by the department; and

WHEREAS, the fees and rates that the West Orange Recreation Department wishes to establish for the 2022 season are as follows:

<u>Activity</u>	<u>Fee</u>	<u>Old Fees</u>
Traveling Sports	\$75.00-\$175.00	\$60.00-\$125.00
In House Team Sport	\$45.00-\$100.00	\$45.00-\$65.00
Instructional In House Sports	\$35.00-\$65.00	\$35.00
Sports Clinics		
30 hours or less	\$175.00	\$175.00
15 hours or less	\$70.00-\$125.00	\$70.00
12 hours or less	\$45.00-\$100.00	\$45.00
10 hours or less	\$35.00-\$65.00	\$35.00
Preschool Program	N/A	\$55.00
Footsteps Program	\$55.00	\$55.00
Footsteps Camp	\$395.00-\$475.00	N/A
Summer Basketball League		
West Orange Teams	\$275.00-\$500	\$250.00
Visiting Teams	\$375.00-\$650.00	\$350.00
Disabled Program Parties	\$7.00-\$10.00 residents/ \$8.00 -\$15.00non residents	\$6.00 residents/ \$7.00 non residents
Disabled Program Summer Camp	\$100.00	\$85.00
Senior Citizen Golf Tournament	\$90.00-\$110.00 residents \$110.00-\$130.00 non-residents	0.00
Community Garden Plot	\$40.00 residents	\$20.00 residents

	\$50.00 non-residents	\$35.00 non-residents
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; and

WHEREAS, West Orange Ordinance 2-17.5 provides that “the Recreation Department may charge and collect in advance a reasonable fee for admission to or use the facilities, programs, or activities as specifically authorized by Resolution of Council”;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the above listed fees and rates be and are hereby approved and adopted for the 2022 season; and

BE IT FURTHER RESOLVED that the West Orange Recreation Department be and hereby is authorized to charge the above rates to residents of the Township of West Orange.

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

Susan McCartney
Council President

Adopted: February 15, 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>
Our Lady of Lourdes Church	On Premise 50/50 April 23, 2022	1 Eagle Rock Avenue	7743
Our Lady of Lourdes Church	Tricky Tray April 23, 2022	1 Eagle Rock Avenue	7744
ICHS Blue Lion Club Immaculate Conception HS Of Montclair	On Premise 50/50 Amended Date-May 13, 2022	481 Eagle Rock Avenue	7680
ICHS Blue Lion Club Immaculate Conception HS Of Montclair	Tricky Tray Amended Date-May 13, 2022	481 Eagle Rock Avenue	7681
Montclair State University Foundation	Off Premise 50/50 September 19, 2022	750 Eagle Rock Avenue	7745

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

Susan McCartney
Council President

Adopted: February 15, 2022

27-22
February 15, 2022

RESOLUTION

Resolution of Support from the Township of West Orange Authorizing the Sustainable Jersey® Grant funded by PSEG

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Township of West Orange strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the Township of West Orange is participating in the 2022 Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants funded by PSEG;

THEREFORE, the Mayor and Council of the Township of West Orange has determined that the Township of West Orange should apply for the aforementioned Grant in the amount of \$10,000.00 as recommended in the updated Green Feasibility Plan prepared by Passaic Valley Sewer Commission for the implementation of a project to install rain garden/ bioretention systems;

THEREFORE, BE IT RESOLVED, that Mayor and Council of the Township of West Orange, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant funded by PSEG.

CERTIFICATION

I, Karen J. Carnevale, Township Clerk, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Township of West Orange at a meeting held on the 15th of February, 2022.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 15th day of February, 2022.

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

Susan McCartney
Council President

Adopted : February 15, 2022

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2021 through December 31, 2021; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2021 through December 31, 2021; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequently apply be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2021 through December 31, 2021; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

Susan McCartney
Council President

Maximum GARBAGE REIMBURSEMENT
2021

VENDOR #		<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	12 month <u>REIMBURSEMENT</u>	
2	122585	1/1-12/31/20	ESSEX GREEN VILLAS	80	113.79	up to	9,102.80
4	202900	1/1-12/31/20	300-306 MAIN STREET	27	113.79	up to	3,072.20
6							
			TOTAL	107	Grand Total		12,175.00

MEMORANDUM
CERTIFICATION OF SOLID WASTE COSTS
2021

From
To

1/1/2021
12/31/2021

Full Year
REIMBURSEMENT

Refuse Collection Services per unit per month
Bulky Trash Collection per unit per month
Total Collection Fee per month based upon bidded contract

Total Collection Fee per year per unit prorata per contract (a) 71.52

Tipping Fee @ Essex Co. Resource Facility	84.53	
Ton of Solid Waste per unit per year*	<u>0.50</u>	
Total Tipping Fee per unit per fee (b)	<u>42.27</u>	<u>42.27</u>

Total Solid Waste Cost per unit per year ("a" plus "b") 113.79

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

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Karen J. Carnevale, R.M.C.
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Susan McCartney
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Director of Finance

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

Susan McCartney
Council President

Maximum GARBAGE REIMBURSEMENT
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John O. Gross
Director of Finance

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) desires to enter into a Services Agreement with Goose Control Technology of NJ Inc. (“Goose Control Technology”) to perform services directed at reducing and/or eliminating the existing or potential resident Canada goose population on two specific municipal properties within the Township, including Degnan Park and the Oskar Schindler Performing Arts Center (the “Sites”); and

WHEREAS, the Township Goose Control Technology has been providing such services to the Township for more than twenty (20) years; and

WHEREAS, the Township seeks to enter into a Service Agreement with Goose Control Technology for the year 2022 to provide Canada goose removal consistent with the terms of the Service Agreement annexed hereto as Exhibit “A” for a term of one year at a rate of \$2,750 for egg treatment at the Sites, \$250 for permit facilitation/recording keeping, and \$500 for volunteer management for nest identification upon the Township’s request, for a total contract amount not to exceed \$3,250; and

WHEREAS, the Township Engineer and the Health Officer reports that Goose Control Technology has performed in a satisfactory manner in the past and recommends that the Township continue retaining the services of Goose Control Technology; and

WHEREAS, the Agreement is exempt from the requirements of the Local Public Contracts Law, because the contract price falls below the bid threshold.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the Service Agreement with Goose Control Technology, annexed hereto as Exhibit “A;” and be it further

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

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: February 15, 2022

I hereby certify funds available from 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) wishes to enter into a contract with Garden State Laboratories, Inc. (“Garden State”) for public health testing services for a one-year period beginning January 1, 2022 and ending December 31, 2022; and

WHEREAS, Garden State agrees to perform tests and provide supplies for the Township that conform with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and conform with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township; and

WHEREAS, Garden State has provided the above-mentioned services to the Township in the past to the satisfaction of the Director of Health and Welfare; and

WHEREAS, Garden State has agreed to indemnify and hold harmless the Township from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, Garden State has agreed to provide the required services to the Township at a total cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments; and

WHEREAS, annexed hereto as Exhibit “A” is the contract to be entered into between Garden State and the Township of West Orange for the public health testing services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one-year contract with Garden State effective

January 1, 2022 and terminating December 31, 2022, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$5,000.00 per annum; and

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.
Township Clerk

Susan McCartney
Council President

Adopted: February 15, 2022

I hereby certify funds available from Account No.: 01-2010-00-8052-090

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, dated as of the **1st** day of **JANUARY, 2022** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as "The Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **GARDEN STATE LABORATORIES, INC.**, (hereinafter referred to as the "Contractor" or "Laboratory"), having its principal offices at 410 Hillside Avenue, Hillside, New Jersey.

WITNESSETH

1. The contractor hereby covenants and agrees to furnish and deliver to the Township, goods, merchandise, supplies, and/or services (hereinafter jointly and severally referred to as "Supplies"), such as testing, as follows:

- a. Foods for standard plate count, coliform count, *E. coli* count, yeast and mold count and coagulase positive staphylococci count as applicable.
- b. Milk and milk products for standard plate count and coliform count applicable.
- c. Foods involved in a suspected food poisoning for standard plate count, coliform count, *E. coli* count, coagulase positive staphylococci count, salmonella, *E. coli* 0157:H7, and *Listeria monocytogenes* as applicable.
- d. Potable water for heterotrophic plate count, total coliform, volatile organic compounds and other chemical tests.
- e. Swab tests of multi-use utensils in eating and drinking establishments.
- f. Environmental bacteriological and chemical analyses, including lead in paint chips and water pollution tests.
- j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail or email the results of all tests promptly upon completion of the Health Official in charge.
- k. To pick up samples a to f plus any other samples at the discretion of the Health Officer on a prearranged schedule. Maximum 10 samples per month.

2. The Contractor agrees to perform tests and provide supplies for the Township in conformity with those methods promulgated by the New Jersey Department of Health, the New Jersey Department of Environmental Protection, the American Public Health Association, or the

AOAC International, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Township's Director of Health and Welfare.

3. The Township agrees to pay to the Contractor an all-inclusive fee for the above services and supplies of Five Thousand (\$5,000.00) Dollars, which will be paid in half-yearly installments.

4. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

5. Neither this Contract nor the monies to become due hereunder are assignable.

6. Contractor warrants that title to the supplies will be transferred to the Township, free and clear of any and all liens, encumbrances and rights of the third parties.

7. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the contractor from the Township, its agents, servants and employees. Payment made to the Contractor shall not constitute acceptance by the Township of defective or improper supplies and acceptance by the Township shall not be deemed to occur at any time sooner than 10 days after the time of actual inspection of the supplies by an authorized representative of the Township.

8. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance that will protect contractor and any sub-contractor performing work covered by this contract from claims for personal injury and property damage and worker's compensation. The public liability insurance shall be in the amount of at least \$500,000.00 for injury or death to one person and at least \$1,000,000.00 on account of one accident. Such insurance shall be written by insurance companies licensed to do business in this State and certificates evidencing the same, in a form satisfactory to the Township Attorney, and shall be delivered to the Township prior to commencement of any acts under this agreement or upon the request to the Township. Such certificates shall name the Township as an additional insured. Contractor shall also cover its employees with worker's compensation insurance during the term hereof.

9. The supplies or any portion thereof, shall be delivered and unloaded by the Contractor at the Contractor's cost and expenses at such location or locations within the Township of West Orange as may be specified by the Director of the Department, for which the supplies are intended and the supplies or any portion thereof shall be delivered at such time or times as may be specified by said Director.

10. Contractor agrees to abide by the terms of the supplement attached hereto and made part hereof as **Schedule A**.

11. This agreement is effective as of *January 1, 2022* and covers the period of *January 1, 2022 through December 31, 2022*.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:


Name: Alex Moscaritolo

GARDEN STATE LABORATORIES


Name: Harvey Klein

ATTEST: _

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR ROBERT D. PARISI

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, 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 for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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 considerations for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The contractor or subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding. A notice to be provided by the agency contracting officer, advising the labor union or 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 subcontractors, 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 employee 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,

labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

IV. 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.

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

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the first quarter 2022 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 2022 taxes.

Block	Lot	Name & Address	Amount
32	25	Dimitri Dascy & Daphne Turnier 15 Birch Street West Orange, NJ 07052	\$3,932.00
33	21	Courtney Ginsberg & Paul Huseman 12 Hillside Avenue West Orange, NJ 07052	\$3,835.00
80.02	32	Niketan Desai 46 Highwood Road West Orange, NJ 07052	\$6,142.00
TOTAL:			\$13,909.00

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

Susan McCartney
Council President

Adopted: February 15, 2022

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

John Gross, Chief Financial Officer

**RESOLUTION AWARDING A CONTRACT TO ZOLL MEDICAL. THROUGH THE USE
OF THE NPPGOV NATIONAL COOPERATIVE PURSUANT TO N.J.S.A. 52:34-6.2**

WHEREAS, The Township of West Orange Fire Department (“Township”) received a grant from FEMA, program Fiscal Year 2020 Assistance to Firefighters Grant in the amount of \$80,233.64 to purchase AED equipment; and

WHEREAS, part of the terms the West Orange Fire Department is to match 10% (\$8,023.36) of the grant with non-federal money

WHEREAS, the cost for the defibrillators through a national cooperative will provide a cost effective way to provide protection in more public access areas such as recreation field buildings; and

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

WHEREAS, Zoll Medical Inc. through contract with National Purchasing Partners Gov (NPPGov); and

WHEREAS, the Township of West Orange, membership No.1935 has been a member since 2005; and

WHEREAS, the Purchasing Agent published on January 25, 2022 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the NPPGov Cooperative Contract No PS20200 for purchasing 31 ZOLL AED 3® BLS EMS/ FIRE Packages and 1 Zoll AED Simulator., and provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHEREAS, there were no responses from other vendors; and

WHEREAS, the Township’s Fire Department did due diligence comparing multiple companies for said equipment and recommends Zoll Medical., located at 269 Mill Road, Chelmsford, MA 01824 as the best company to meet the Fire Departments needs and budget (see Exhibit “A”).

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

1. The Township shall receive from Zoll Medical Inc. all supplemental documentation which complies with the laws of the State of New Jersey for entities awarded a contract by a public entity.
2. The Township Purchasing Agent shall be authorized to enter into a contract on behalf of the Township and a purchase order issued.

3. The Township's Chief Financial Officer certifies sufficient funds are available for said procurement in the amount of \$88,494.80

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

Susan McCartney, Council President

Adopted: February 15, 2022

I hereby certify funds available from Account No.

\$88,494.80

John O. Gross, Chief Financial Officer

Exhibit “A”

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/27/2021



FEMA

John Sayers
WEST ORANGE, TOWNSHIP OF
66 MAIN STREET
WEST ORANGE, NJ 07052

EMW-2020-FG-13750

Dear John Sayers,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$80,233.64 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$8,023.36 for a total approved budget of \$88,257.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan".

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: WEST ORANGE, TOWNSHIP OF

DUNS number: 060801172

Award number: EMW-2020-FG-13750

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$88,257.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$80,233.64
Non-federal	\$8,023.36
Total	\$88,257.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Equipment

Automated External Defibrillators (AEDs) BLS Level

DESCRIPTION

The West Orange Fire Department is respectfully requesting 31 new Automated External Defibrillators (AEDs) to monitors chest compression depth, heart rhythm, and other factors for the rescuer to ensure that rapid and high-quality CPR is performed. Each unit will contain a battery pack, carry case, and chest pads for both adults and children.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	31	\$2,847.00	\$88,257.00	Equipment

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: WEST ORANGE, TOWNSHIP OF

DUNS number: 060801172

Award number: EMW-2020-FG-13750

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	Acceptance of Post Award Changes In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
Article 40	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41**Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2020-FG-13750	2. Amendment No. N/A	3. Recipient No. 226002396	4. Type of Action AWARD	5. Control No. WX00641N2021T
6. Recipient Name and Address WEST ORANGE, TOWNSHIP OF 66 MAIN ST WEST ORANGE, NJ 07052	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742	
9. Name of Recipient Project Officer John Sayers	9a. Phone No. 9733254100	10. Name of FEMA Project Coordinator Assistance to Firefighters Grants Grant Program		10a. Phone No. 1-866- 274-0960
11. Effective Date of This Action 08/27/2021	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 09/03/2021 to 09/02/2023 Budget Period 09/03/2021 to 09/02/2023	

15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2021-F0-GB01 - P410-xxxx-4101-D	\$0.00	\$80,233.64	\$80,233.64	\$8,023.36
Totals			\$0.00	\$80,233.64	\$80,233.64	\$8,023.36
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)						DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Christopher Logan, Acting Assistant Administrator Grant Programs Directorate						DATE 08/27/2021

Exhibit “B”

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-14656

West Orange Fire Dept
415 Valley Rd
West Orange, NJ 07052

ZOLL Customer No: 103111

Damon Stewart
(973) 325-4195
fireoperations@westorange.org

Quote No: Q-14656
Version: 1

Issued Date: November 15, 2021
Expiration Date: January 1, 2022

Terms: NET 30 DAYS

FOB: Shipping Point
Freight: Free Freight

Prepared by: James Dolan
EMS Territory Manager
jdolan@zoll.com
+1 9087830745

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	8502-001103-01	ZOLL AED 3@ BLS EMS/ FIRE Package Includes: Product Documentation, ZOLL AED 3 Battery Pack, Carry Case, CPR Stat padz, Pedi padz II. Six (6) year factory warranty.	31	\$3,650.00	\$2,847.00	\$88,257.00
2	949804	8000-000925	ZOLL AED Simulator	1	\$290.00	\$237.80	\$237.80

Subtotal: \$88,494.80

Total: \$88,494.80

Contract Reference	Description
949804	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Additional Language

ZOLL will provide up to four one hour training sessions as part of this proposal.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made 60-90 days after receipt of accepted purchase order.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

West Orange Fire Department
Quote No: Q-14656

4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

West Orange Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____

RESOLUTION

Resolution by the Mayor and Council of the Township of West Orange Authorizing an Application to the Complete Streets Technical Assistance Program

WHEREAS, the New Jersey Department of Transportation Complete Streets Design Guide defines complete streets as follows: “Complete Streets are streets designed for all users, all modes of transportation, and all ability levels. They balance the needs of drivers, pedestrians, bicyclists, transit riders, emergency responders, and goods movement based on the local context”; and

WHEREAS, while the primary benefit of complete streets is improved safety, particularly for people who walk or bike who are the most vulnerable users of the street, there are other positive outcomes. Complete streets create better places to live, work, and do business. They can help improve the health of a community by encouraging people to walk and bike, bolster the local economy by generating foot traffic in business districts and provide greater mobility options for residents and visitors; and

WHEREAS, when streets are not complete, the negative impacts on public health, safety, equity and the economy and the environment are disproportionately borne by low-income and minority communities.

WHEREAS, through the North Jersey Transportation Planning Authority’s FY2022 Complete Streets Technical Assistance Program, Sustainable Jersey will coordinate and the Voorhees Transportation Center at Rutgers University will provide planning-level technical assistance services to municipalities for a specific project related to advancing a complete streets initiative in their communities; and

WHEREAS, although no direct funding is provided, selected municipalities will receive free direct technical assistance services to complete a specific task related to advancing a complete streets initiative in their communities.

THEREFORE, BE IT RESOLVED the Mayor and Council of the Township of West Orange authorizes Leonard Lepore to submit an application to the Complete Streets Technical Assistance Program to receive free direct technical assistance services to complete a specific task related to advancing complete streets, and also commits pertinent municipal staff to coordinate and collaborate with Sustainable Jersey, Voorhees Transportation Center and the North Jersey Transportation Planning Authority to support the successful and timely delivery of technical assistance services.

I, Karen J. Carnevale, the Municipal Clerk of the Township of West Orange, hereby certify that this is a true copy of a resolution passed by the Council of the Township of West Orange at a meeting held this 15th day of February 2022.

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

Susan McCartney, Council President

Adopted: February 15, 2022

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) administers an affordable housing program for qualified based on income eligibility consistent with the regulations promulgated by the Council on Affordable Housing and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq. and N.J.A.C. 5:97, et. seq.; and

WHEREAS, the Township adopted and enacted a Housing Element and Fair Share Affordable Housing Plan which included the proposed addition of 231 new, affordable family rental units between 2021 and 2025 to be included in inclusionary development; and

WHEREAS, the Township requires the services of a professional and experienced affordable housing consulting firm to function as the Township’s Administrative Agent pursuant to N.J.A.C. 5:80- 26.14; and

WHEREAS, following the issuance and advertisement of a Request for Proposal and the evaluation and scoring of proposals submitted in response to the Request for Proposal, on January 26, 2021, the Township Council adopted Resolution 14-21 which authorized the award of a Contract for Administrative Agent Services for Affordable Housing to Community Grants, Planning & Housing (“CGPH”); and

WHEREAS, the Contract for Administrative Agent Services for Affordable Housing (the “Contract”), annexed hereto as Exhibit “A” retained CGPH for a term of one year with an option to renew for an additional one-year term; and

WHEREAS, the Township seeks to renew the Contract with CGPH for an additional one-year term to expire on December 31, 2022.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the extension of the Contract with CGPH, annexed

hereto as Exhibit “A” for an additional term of one year to expire on December 31, 2022; and be it further

RESOLVED, that the Township Purchasing Agent is authorized to send a copy of this resolution to CGPH for their records to confirm the extension of the Contract; and be it further

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

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

Susan McCartney
Council President

Adopted: February 15, 2022

I hereby certify funds available from Account No.: 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

Exhibit “A”

**CONTRACT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND CGP&H, LLC FOR
ADMINISTRATIVE AGENT SERVICES FOR AFFORDABLE HOUSING**

THIS AGREEMENT, made this ____ day of December 2020 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as “Township;” and

CGP&H, LLC a limited liability company of the State of New Jersey having its principal offices at 1249 South River Road, Suite 301, Cranbury, New Jersey 08512, hereinafter referred to as “Contractor”.

W I T N E S S E T H:

WHEREAS, the Township administers an affordable housing program for qualified households based on income eligibility consistent with the regulations promulgated by the Council on Affordable Housing and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq. and N.J.A.C. 5:97, et. seq.; and

WHEREAS, the Township currently has existing low- and moderate- income age-restricted and family units as well as existing group home bedrooms for which the Township already has Administrative Agents in place; and

WHEREAS, the Township is in the process of adopting and enacting a Housing Element and Fair Share Affordable Housing Plan which includes the proposed addition of 231 new, affordable family rental units between 2021 and 2025 to be included in inclusionary development; and

WHEREAS, the Township requires the services of a professional and experienced affordable housing consulting firm to function as the Township's Administrative Agent pursuant to N.J.A.C. 5:80-26.14; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3(b), on October 6, 2020 the Township Council adopted Resolution #185-20 authorizing the use of competitive contracting for the award of a Contract for Administrative Agent Services for Affordable Housing (the "Contract"); and

WHEREAS, on October 10, 2020, the Township advertised a Request for Proposal (the "RFP") for the Contract with a base term of one year with an option to extend the Contract for an additional one-year term with a deadline for submission of proposals for Friday, October 30, 2020; and

WHEREAS, on October 30, 2020, the Township received four (4) proposals in response to the RFP, including a proposal from the Contractor; and

WHEREAS, the Township established an evaluation committee (the "Committee") to review, evaluate, and score the proposal submitted in response to the Township's RFP; and

WHEREAS, the Committee issued a report disclosing their scoring the proposals submitted in response to the Township's RFP with a recommendation to award the Contract to the Contractor.

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

1. The Commencement Date of this Contract shall be January 1, 2021. The contract term shall run for one (1) year from the commencement date of this Contract, until December 31, 2021 ("Base Term"). The Township shall have the right to extend this

Agreement for an additional one (1) year term (the “Extension”) following the expiration of the Base Term.

2. Contractor agrees that the following legal authorities shall govern all aspect of the performance of the Contract, including: (i) the regulations promulgated by the New Jersey Council on Affordable Housing; (ii) the Uniform Housing Affordability Controls; and (iii) the terms of the Township’s Settlement Agreements in the Township’s affordable housing declaratory judgment action captioned, In the Matter of the Township of West Orange, County of Essex, Docket No. ESX-L-4697-15 (the “Settlement Agreements”).
3. Contractor shall provide the services set forth in the Township’s RFP, annexed hereto as Exhibit “**A**,” including the sections captioned “Scope of Services” and “Meeting/Communications.”
4. Contractor shall also provide the services set forth in the Contractor’s Proposal dated October 30, 2020, (“Contractor’s Proposal”), annexed hereto as Exhibit “**B**,” under the fee structure set forth in Section 6 of the Contractor’s Proposal captioned “Detailed Cost Proposal” including the not to exceed amount set forth therein.
5. To the extent of any inconsistency between the Contractor’s Proposal and this Contract, this Contract controls in all respects. To the extent of any inconsistency between the Contractor’s Proposal and the RFP, the RFP shall govern as to that inconsistency over the Contractor’s Proposal.
6. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may

arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement that are in violation of the regulations promulgated by the New Jersey Council on Affordable Housing, the Uniform Housing Affordability Controls, the Settlement Agreements, the RFP or this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contractor in a reasonable and timely manner.

7. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., McManimon, Scotland, and Baumann, LLC, 75 Livingston Avenue, Suite 200, Roseland, New Jersey 07068. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Randall Gottesman, CGP&H, LLC., 1249 South River Road, Suite 301, Cranbury, NJ 08512, with copy to N/A
_____ or other such address as Contractor may designate in writing to the Township.
8. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Contract
as of the date first written above.

ATTEST:

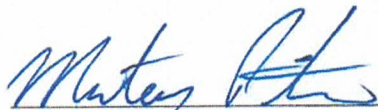
TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

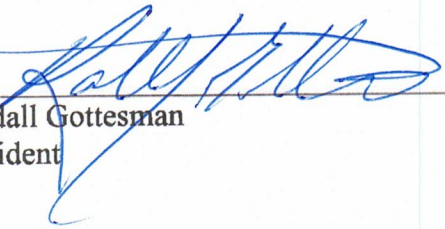
BY: _____
ROBERT D. PARISI,
MAYOR

ATTEST:

CGP&H, LLC



Mateusz Pitrus
Business Operations Associate

BY: 

Randall Gottesman
President

Exhibit “A”

**TOWNSHIP OF WEST ORANGE, NEW JERSEY
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASING
66 MAIN STREET
WEST ORANGE, NEW JERSEY 07052**

REQUEST FOR PROPOSALS

**ADMINISTRATIVE AGENT SERVICES
FOR AFFORDABLE HOUSING**

**PROPOSALS DUE DATE:
Friday October 30, 2020**

Public Notice

NOTICE IS HEREBY GIVEN that the Township of West Orange, West Orange, New Jersey is soliciting proposals through the Competitive Contracting process in accordance with N.J.S.A 40A11:11-4.1 et seq., and is seeking qualified firms/individuals for: ADMINISTRATIVE AGENT SERVICES FOR AFFORDABLE HOUSING. The proposal package can be obtained on the Township's website www.westorange.org or by email request to adesantis@westorange.org. Proposal submission date is Friday October 30, 2020 at 11:00 AM. Proposals received after this date and time will not be accepted. Delivery address is: Township of West Orange, 66 Main Street, West Orange, New Jersey 07052 Attn: Purchasing Division Room 111. Currently the Municipal Building is closed to the public and sealed proposals will be opened and read outside underneath the West Orange Public Library, located 46 Mt. Pleasant Ave. directly behind the Municipal Building. Envelopes should be clearly marked on the outside with contract name and the name and address of submitter.

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

Anne DeSantis
Purchasing Agent, RPPO, QPA

GENERAL INFORMATION

The firm selected must comply with all local, state and federal laws, rules and regulations applicable to this engagement and to the services to be performed hereunder.

The Township of West Orange reserves the right to cancel any contract entered into upon thirty (30) days written notice.

Each submission must be originals and shall be provided on the Standardized Submission Forms as supplied in the RFP package and signed by the professional services entity or principal thereof and shall contain the name, address and telephone number of the professional services entity. Each signatory to the submission must initial all erasures or corrections.

Each submission shall be contained in a **sealed envelope** addressed to: Purchasing Division, Township of West Orange, 66 Main Street, West Orange, NJ 07052. Said envelope shall specify the service for which the submission is provided. The submission is to be clearly marked, **"Sealed Submission Enclosed"** and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the notice. Submissions received after the time and place herein named shall not be considered. The Township will be opening proposals outside beneath Library which is directly across from the back of the Municipal Building.

The Township will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location. Please give standard mail or delivery services enough time to reach us by its due date and time.

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

Under no circumstances will the Township accept these documents through facsimile machines or email. Documents must have original signatures.

The Township of West Orange reserves the right to reject any or all submissions in whole or in part if not in compliance with the submission requirements.

The Township expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Township's judgment serves its best interests.

The firm selected must comply with all local, state and federal laws, rules and regulations applicable to this engagement and to the services to be performed hereunder.

The Firm will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.

By submitting a bid, the Firm is ensuring that there have been no judgments, claims or suits against them within the last three (3) years in which the Firm has been adjudicated liable for professional malpractice.

In addition to the information required as described, a respondent may submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

Term of successful vendor will be one year from date of award, with an additional one year extension when approved by Council through resolution.

PURPOSE

The Township of West Orange is soliciting proposals for the provision of services for the Administration of Affordable Housing Units in compliance with the Council on Affordable Housing regulations and the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq) and N.J.A.C.5:97 et seq.

BACKGROUND

The Township of West Orange administers an affordable housing program for qualified applicants based on income eligibility. Currently, West Orange has existing low- and moderate-income age -restricted and family units as well as existing group home bedrooms. All of the existing affordable units have Administrative Agents in place. The Township expects to add 231 new, affordable family rental units between 2021 and 2025. All the affordable units will be included in inclusionary developments.

SCOPE OF SERVICES

The Township seeks the services of a professional and experienced affordable housing consulting firm to function as West Orange's Administrative Agent (N.J.A.C. 5:80-26.14). .

The responsibilities shall include but not be limited to:

- Implement the Township's Affirmative Marketing Plan in accordance with N.J.A.C. 5:80-26.15.
- Certify all applicants of affordable housing according to COAH and UHAC guidelines.

- Establish and maintain affordability controls and enforcement powers, in compliance with U.H.A.C. regulations, set forth in N.J.A.C. 5:80-26.1 et seq.
- Prepare and/or update an Operating Manual for the Administration of Affordable Housing and Controls for submission to the Court and the Township, in accordance with N.J.A.C. 5:80-26.1 et seq.
- Provide annual and monthly reports to designated authority as required.
- Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the provisions of N.J.A.C. 5:80-26.15.
- *Soliciting, scheduling, conducting and following up on interviews with interested households.*
- *Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low-or moderate-income unit.*
- *Providing written notification to each applicant as to the determination of eligibility or non-eligibility.*
- *Creating and maintaining a referral list of eligible applicant households living in the COAH region and eligible applicant households with members working in the COAH region where the units are located.*
- *Employing a random selection process when referring households for certification to affordable units.*
- *Furnishing to attorneys, closing agents, or municipal housing liaison forms of deed restrictions for recording.*
- *Creating and maintaining a file on each restricted unit for its control period, including a copy of the recorded deed with restrictions, as appropriate.*
- *Instituting and maintaining an effective means of communicating information to low and moderate income households regarding the availability of restricted units for re-rentals.*

Providing annual reports as required.

- *The administrative agent will create and publish in plain English, and in such other languages as may be appropriate to serving its client base, a written operating manual, as approved by the Court, setting forth procedures for administering such affordability controls, including procedures for long-term control of restricted units. The administrative agent has the authority to take all*

actions necessary and appropriate to carrying out its responsibilities hereunder. The operating manual will have a separate and distinct chapter or section setting forth the process for identifying applicant households seeking certification to restricted units, for reviewing applicant household eligibility, and for certifying applicant households in accordance with the household certification and referral requirements set forth in N.J.A.C. 5:80-26.16.

- Such process will require that an applicant household to be notified in writing of the results of its application for certification within 20 days of the administrative agent's determination.
- At the discretion of the administrative agent, such process may include either or both an outreach requirement and a face-to-face applicant interview process.
- The administrative agent will establish and maintain a ready database of applicant households as a referral source for certifications to restricted units. The administrative agent will also establish written procedures to ensure that selection among applicant households be via the database, and in accordance with a uniformly applied random selection process and all applicable State and Federal laws relating to the confidentiality of applicant records.
- Upon request, the successful vendor will administer trust fund monitoring, midpoint review, CTM entry, group home credit worthiness, affordability assistance programs and extending controls.

MEETINGS/COMMUNICATIONS

Throughout the term of the contract, vendor shall be responsible to attend up to seven (7) meetings for a maximum of two hours each. These meetings shall be held during work hours Monday through Friday, 8:30 am – 4:30 pm. No additional compensation shall be given for these meetings. Unlimited electronic (phone/email) communications shall be included for no additional charge.

QUALIFICATIONS/ EXPERIENCE

Successful firm/individual must have completed administrative training as mandated in the UHAC regulations.

REFERENCES

List of at least five references within the last five years, with contact information, for these services. Include the following in your response:

- Name of contracting company or government agency
- Contact person's name, position, and current telephone number
- Dates, cost and scope of service

SUBMISSION REQUIREMENTS

In addition to the forms as required on the “Bid Document Checklist” and any other information requested elsewhere in this RFP, the Respondent shall, as part of its Proposal, provide the following information:

1. Name of Firm.
2. Location of main office and any branches.
3. Year firm was established.
4. Description of ability to provide services and ability to provide them in a timely fashion (including staffing, familiarity and location of key staff).
5. Names and roles of the individuals who will perform the services. Submit their resumes and a description of their education and experience with the services contained herein including their education, degrees and certifications.
6. Detailed cost proposal (see Basis of Payment/Fee Proposal below).
7. List of at least five references as requested above.

The Respondent may also submit any other information deemed relevant to this RFP.

BASIS OF PAYMENT/FEE PROPOSAL

On the attached proposal sheet, set forth the amount per unit that the submitter will charge to provide all of the above services as indicated in this request for proposal.

The price per unit shall include payment for and the performance of all labor and services necessary for proper completion of the work outlined in this request for proposal. No additional fees of any kind shall be charged.

The consultant shall also provide the hourly rate (valid for the term of the contract) of all individuals that may work on this project should we need additional work outside the scope of the project.

EVALUATION OF PROPOSALS

The Township's objective is soliciting Proposals and awarding a contract through the competitive contracting method, as prescribed by the New Jersey Local Public Contracts Law. The evaluation process is based on the most advantageous proposal using cost, management and technology as rating factors.

The Township will consider the following as criteria for awarding the contract for this RFP:

1. Qualifications including experience and reputation in the field.
2. Experience working on projects of similar type and scale.
3. Knowledge of the subject matter addressed under the contract.
4. Availability to accommodate the required meetings of the Township
5. Existing knowledge of the subject matter to be addressed under the contract.
6. Compensation proposal.
7. History and experience of firm in performing this type of work.
8. The qualifications and experience of the proposed staff.
9. Past performance.
10. Availability to proceed and complete services in accordance with the completion time.

**TOWNSHIP OF WEST ORANGE
BID DOCUMENT CHECKLIST
AFFORDABLE HOUSING
ADMINISTRATIVE AGENT SERVICES**

COMPANY NAME _____

In addition to any submittals required as indicated in this request for proposals, the following items marked with (X), as indicated below, MUST be included with your sealed submission. Please initial each item included and submit this form with the sealed submission

	Required	Initials
Proposal/Schedule of Prices	<u>X</u>	_____
Stockholder Disclosure Certification Form	<u>X</u>	_____
Insurance Requirements and Acknowledgement Form	<u>X</u>	_____
Affirmative Action Acknowledgement Form	<u>X</u>	_____
Iranian Disclosure Certificate	<u>X</u>	_____
Acknowledgement of Addenda	<u>X</u>	_____
Business Registration Certificate	<u>X</u>	_____

Reminder:

Each submission shall be contained in a **sealed envelope** addressed to Township of West Orange Purchasing Division, 66 Main Street, West Orange, NJ 07052. Said envelope shall specify the professional service for which the submission is provided. The submission is to be clearly marked, **“Sealed Submission Enclosed”** and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the notice. Submissions received after the time herein named or in unsealed envelopes shall not be considered.

**TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NJ 07052**

**PROPOSAL
(SCHEDULE OF PRICES)**

**AFFORDABLE HOUSING
ADMINISTRATIVE AGENT SERVICES**

Proposals shall be submitted to the Division of Purchasing, 66 Main Street, West Orange, NJ 07052 no later than:

DATE: Friday, October 30, 2020

TIME: 11:00 AM

ITEM	DESCRIPTION	AMOUNT
1	Price per rental per unit	
2	Price per re-rental per unit	
3	Hourly rate for work outside scope of RFP	

ARE THERE ANY EXCEPTIONS TO THIS REQUEST FOR PROPOSALS? YES NO

IF YES, PLEASE SUBMIT A LETTER EXPLAINING FULLY WHAT EXCEPTIONS YOU ARE TAKING TO THIS RFP.

COMPANY: _____

YEAR FIRM WAS ESTABLISHED _____

SIGNATURE: _____

TYPED NAME AND TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NO.: _____ FAX NO. _____

E-MAIL _____

FEDERAL TAX ID # _____

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

- ☐ I certify that the list below contains the names and home addresses of all Stockholders, Partners, or Sole Proprietor holding 10% or more of the issued and outstanding stock of the undersigned.*

OR

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

*** IMPORTANT NOTICE TO BIDDERS SEE NEXT PAGE**

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Partnership ☐ Limited Liability Corp. ☐ Limited Liability Partnership ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.
Stockholders, Partners, or Sole Proprietor:

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

Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	

[CONTINUED ON NEXT PAGE]

STOCKHOLDER CERTIFICATION IMPORTANT NOTICE TO BIDDERS

IT IS STRONGLY SUGGESTED THAT BIDDERS READ THE LANGUAGE BELOW CAREFULLY SINCE FAILURE TO SUBMIT SAID CERTIFICATION OR FAILURE TO PROPERLY COMPLETE SAID CERTIFICATION SHALL RESULT IN REJECTION OF YOUR BID.

52:25-24.2. Bidders to supply public agencies; statement of ownership of 10% interest in corporation or partnership

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and 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. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

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

PROFESSIONAL LIABILITY INSURANCE

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

Proof of Insurance Coverage – The Contractor Shall provide the Township of West Orange at the time the contracts are returned for execution, Certificates of Insurance and/or policies acceptable to the municipalities.

Continuation of Coverage – If any of the above coverage's expires during the term of the contract, the contract shall deliver renewal certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.

Deductibles – The Contractor shall be solely responsible for payment of any deductibles.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BUSINESS REGISTRATION CERTIFICATE

New Jersey business organizations and foreign business organizations doing business in the State of New Jersey are required to obtain a Business Registration Certificate from the State of New Jersey Department of Treasury, Division of Revenue prior to conducting business in the State of New Jersey. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

A recently enacted bill: P.L. 2009, c.315 (A-557/S2366) reforms the Business Registration Certificate requirements. Please refer to the above bill as well as N.J.S.A. 52:32-44 to abide by all requirements concerning the business registration rules and regulations.

A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

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

The contractor and the Township of West Orange (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and 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 owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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

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

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

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

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

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

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

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☐ No addenda was received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

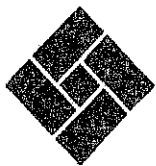
Exhibit “B”

Proposal for Professional Services

Administrative Agent Services for Affordable Housing

***Township of West Orange
New Jersey***

October 30, 2020



CGP&H

Community Grants, Planning & Housing
Good People. Great Results. Since 1993.
1249 South River Road, Suite 301
Cranbury, NJ 08512
(609) 642-4855 (direct line)
randy@cgph.net

AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES

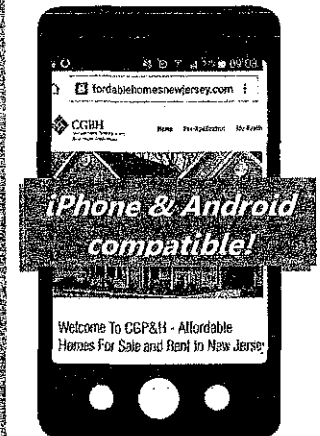
Proposal for Professional Services

EXECUTIVE SUMMARY

CGP&H is a New Jersey Department of Community Affairs approved Affordable Housing Administrative Agent. We are currently responsible for thousands of units of affordable housing throughout over 80 municipalities in New Jersey. Our staff are experts with state affordable housing regulations in the areas of income qualifications, affordable rents and sales prices, affirmative marketing plans, affordability assistance program design, creation of industry-leading policies and procedures manuals and much more to comply with the State's *Uniform Housing Affordability Controls*.

If requested, West Orange applicants will be able to log onto their own **Affordable Homes New Jersey Profile** to update their contact information and see exactly where they are on the affordable housing waiting list. No other firm in the state has capabilities that even begin to approach the efficacy, speed, responsiveness to applicant inquiries, and user-friendliness. AffordableHomesNewJersey.com has transformed the way we provide Administrative Agent services and improved the applicant experience tremendously. This is why our firm has nearly doubled its affordable housing admin portfolio in a very short time. Furthermore, these online tools and database enable us to administer affordable units in small inclusionary developments effectively and efficiently as well as large projects.

Detailed applicant information is stored in our secure database on the Salesforce platform enabling us to monitor the program and provide valuable insights into West Orange's portfolio and its applicants. For example, we can report on how long it takes to sell a unit, how long it takes to rent a unit, how many are currently for rent, how many applicants have special needs, and so much more. West Orange, its professional team of planners will be able to quickly have this information upon request. No other firm has these reporting and analytic capabilities that we include in our portfolio of services.



CGP&H's **Affordable Homes New Jersey** website and profile is now so widely recognized that we receive inquiries from affordable home owners in municipalities not administered by CGP&H requesting that we list their home and administer the sale! An overview of the **Affordable Homes New Jersey Profile** including screen shots of the online application process is provided at the end of this proposal.

We are also leaders in implementing Accessory Apartment Programs that work. From the challenges of rehabilitating an owner-occupied home to acquiring market rate homes and reselling them under a Market to Affordable Program, CGP&H is the most comprehensive, experienced and capable affordable housing implementation team operating in New Jersey today.

1. & 2. NAME OF FIRM, CONTACT INFORMATION, LOCATION OF THE MAIN OFFICE

Community Grants, Planning & Housing (CGP&H, LLC)
1249 South River Road, Suite 301
Cranbury, New Jersey 08512
Phone: 609-664-2769
Fax: 609-664-2786
www.cgph.net

Person responsible for preparation of this proposal:

Randall Gottesman, PP
President of CGP&H, LLC
609-664-2769 ext. 12
randy@cgph.net

3 & 4. YEAR FIRM WAS ESTABLISHED & DESCRIPTION OF ABILITY TO PROVIDE SERVICES AND ABILITY TO PROVIDE THEM IN A TIMELY MANNER

CGP&H specializes in all aspects of affordable housing, planning, affordable housing compliance, and the procurement of grants and loans for our clients. Founded in 1993, our involvement in affordable housing projects grows every year. As of the writing of this proposal, CGP&H serves as the Administrative Agent for more than 3,000 affordable homes and has also supervised the rehabilitation of more than 3,500 single and two to four family households. Currently, two-thirds of all the professional services that our 30-person firm provides are related to affordable housing. Please visit our company website, CGPH.net for additional information about our company.

Some examples of the affordable housing-related work that our team has designed and implemented include:

- Administrative Agent Services in compliance with Uniform Housing Affordability Controls (UHAC);
- Expertise with Foreclosure and Enforcement Issues;
- Affordability Assistance Programs;
- Owner-occupied and Rental Housing Rehabilitation Programs;
- Market to Affordable Programs;
- Set-up and Administer Programs in Mobile Home Communities
- Income Eligibility Determinations;
- Accessory Apartment Programs;
- Affirmative Marketing Plans; and;
- Housing Element and Fair Share Plans.

In 2006, CGP&H was hired by the State to develop a procedures manual (Understanding UHAC, December 2006) and an accompanying workshop on the day-to-day administration of affordable housing units. Our firm was chosen for this important assignment due primarily to our unique combination of extensive experience as Administrative Agents, planners, and implementers of affordable housing projects throughout the state of New Jersey. We are very proud to have been a part of that project, and we continue to receive complements to this day pertaining to accomplishing our objective of making the often complicated UHAC rules easier to understand.

CGP&H has overseen the rehabilitation of more than 3,500 homes in municipalities through New Jersey and Pennsylvania, currently providing housing rehabilitation services to 40 of our municipal clients and 2 county clients. CGP&H always ensures that every housing rehabilitation program is seamless and rooted in the principles of maximizing efficiencies while imparting a visible, long-term positive impact for communities. From program creation to full-case processing through completion of construction and issuance of warranties to homeowners, CGP&H offers a full-service turnkey housing rehabilitation solution second to none. Always compliant with regulatory requirements, our professionals ensure an optimal outcome every time.

Our staff can attend the required maximum of seven (7) meetings at the maximum two hours each during typical business hours. Our firm will bill the township hourly at the rate and not to exceed amount in the Cost Proposal for the time spent during the meetings. We will not charge travel expenses of staff that are attending the meetings. As electronic communications (phone/email) between our staff and the township will require our professional time and expertise, the time spent communicating will be billed hourly at the rate and not to exceed budget amount in the Cost Proposal.

5. NAMES AND ROLES OF THE INDIVIDUALS WHO WILL PERFORM THE SERVICES

Please see the following pages for our key staffs' resumes and a description of their education, degrees, certifications, and experiences with the services within this Proposal.



Randall Gottesman, PP
President of CGP&H

39 years of experience in:

- Affordable Housing Planning & Administration
- Housing Rehabilitation Administration
- Grant Writing
- HOME, CDBG, NSP, and various other HUD Grant Management & Reporting
- Master Planning, Redevelopment Planning and Re-Examination Reports

Education:

- MCRP Rutgers University 1981
- BA Psychology and Social Welfare, Ohio Wesleyan University

Associations & Licenses:

- Affordable Housing Professionals of NJ (AHPNJ), 2006 Founding Member and President 2010-2012
- American Planning Association, New Jersey Chapter since 1981
- Licensed New Jersey Professional Planner since 1983

Randall Gottesman, President of CGP&H is recognized throughout the state for his professional accomplishments. Mr. Gottesman's skills and track record in Affordable Housing administration, planning and implementation of municipally based programs are among the best in the industry. He has written many Operating Manuals and Affirmative Marketing Plans for his clients, and is experienced in every aspect of affordable housing administration. Mr. Gottesman co-authored a supplementary manual to the State's Uniform Housing Affordability Controls, called "Understanding UHAC." That manual is still a major reference document for many Municipal Housing Liaisons, Administrative Agents and others throughout the state.

During his career, Mr. Gottesman has also been involved in the development of numerous affordable housing projects, the securing of more than \$270 million in state and federal grant funding, and the writing and implementation of more than 200 professional planning documents. Prior to forming CGP&H in 1993, he spent 10 years with a central New Jersey consulting firm where he was responsible for supervising all planning, grant and affordable housing operations. His first three years of experiences after graduate school included Senior Planner positions in Newark and Hoboken, New Jersey.

Mr. Gottesman received his Master's Degree in City and Regional Planning in 1981. He is also a licensed Professional Planner since 1984 (License # 3016). A hallmark of CGP&H's commitment to quality is Mr. Gottesman's involvement in all projects from conception to completion. He cost-effectively provides the benefits of his experience and a team approach to all assignments.

Mr. Gottesman has served on a local community bank's Community Reinvestment Advisory Board. Mr. Gottesman is a member of the American Planning Association, its New Jersey Chapter, and has been a highly active member on its Affordable Housing Committee. He is also a member of the National Low Income Housing Coalition, New Jersey Planning Officials, and the Housing and Community Development Network of New Jersey. In addition, in 2006, Mr. Gottesman worked with other affordable housing professionals to form the Affordable Housing Professionals of New Jersey. This non-profit organization is dedicated to improving statewide the education, ethics, and efficiencies of affordable housing professionals. Mr. Gottesman recently completed three one-year terms as its President and currently remains an active member of the Board. He is also regularly asked to speak at seminars concerning his specialties in affordable housing and grant writing. During his children's formative years, Mr. Gottesman completed three terms on the East Windsor Regional School District, having served two terms as its president.



Megan York, PP, AICP
Vice President of CGP&H

21 years of experience in:

- Affordable Housing Planning and Administration
- Community Planning
- Grant Writing
- HOME, CDBG, NSP and various other HUD Grant Management & Reporting

Education:

- MS Geography, University of Tennessee - Knoxville
- BA History and Geography, Macalester College

Associations & Licenses:

- Affordable Housing Professionals of NJ (AHPNJ) Certification
- American Planning Association, NJ Chapter
- Licensed New Jersey Professional Planner
- American Institute of Certified Planners (AICP)
- AHPNJ Policy Committee Co-Chair

Megan York, Vice President of CGP&H has more than 20 years of experience in affordable housing, planning, grant writing, and community development. At CGP&H, Ms. York has prepared housing elements and fair share plans for municipalities throughout New Jersey and has extensive experience navigating rules and regulations relating to affordable housing in New Jersey. Ms. York currently manages a portfolio of over 2,000 affordable housing owner-occupied and rental units in over 60 locations throughout New Jersey. She has also designed and implemented a variety of affordable assistance programs.

Ms. York is dedicated to improving the administration of affordable housing in New Jersey using technology and web-based services to innovate how services are provided. She has overseen the creation of the Affordable Homes New Jersey database, website, and personalized profile services which has transformed how CGP&H manages affordable housing programs.

As a community and neighborhood planner, Ms. York has worked with a variety of governmental entities as well as non-profit groups to identify community needs and develop comprehensive strategies to address those needs. She also assists municipalities and non-profits secure grants for a wide variety of programs including planning grants, infrastructure improvements, public safety initiatives, and education-related grants.

Prior to joining CGP&H, Ms. York was a Senior Planner with Group 70 International, a Honolulu based planning firm specializing in community planning. She began her career at Gregory House Programs, a HIV/AIDS housing provider in Honolulu where she managed all aspects of the affordable housing programs.

Ms. York received her Master's Degree in Urban Geography in 1997 from the University of Tennessee and her Bachelor's Degree in Geography and History from Macalester College in 1994. She is a licensed New Jersey Professional Planner and a certified planner with the American Institute of Certified Planners. She is current co-chair of the AHPNJ Policy Committee and she regularly participates in national studies and panels conducted by Grounded Solutions and the Center for Housing Policy on best practices in affordable housing and the administration of inclusionary housing.



Heather Mahaley, PP, AICP
Senior Planner / Project Manager

20 years of experience in:

- Affordable Housing Regulations, Planning and Policy
- Community Development
- HUD Grant Management
- Municipal Planning

Education:

- MCRP from Rutgers University 2000
- B.A. in Fine Art from the College of William and Mary

Associations & Licenses:

- American Institute of Certified Planners (AICP)
- New Jersey Professional Planner
- American Planning Association
- Affordable Housing Professionals of NJ (AHPNJ), Founding Member

Heather Mahaley, Senior Planner / Project Manager

has 20 years of experience in affordable housing, planning and community development. She has worked with New Jersey's unique and effective affordable housing regulations for well over a decade and has assisted municipalities across the state in meeting their affordable housing obligations. At CGP&H, she has a number of varying duties including working with the affordable housing department to help our municipal and private clients remain compliant with all relevant affordable housing obligations. Heather also works with municipalities on their trust fund monitoring, creating affirmative marketing plans and affordability assistance programs that work. She is also responsible for setting up new affordable housing developments and helping our municipal clients meet their settlement agreement obligations, including but not limited to creating new affordability assistance programs, accessory apartment programs and market to affordable programs. Relying on her many years of experience, whenever requested, Heather will use her years of running municipal and county CDBG programs to help our municipalities administer their CDBG allocations, including required planning and reporting obligations. Last, but certainly not least, as a highly experienced member of our team, Heather will often be called upon to provide expert consulting services to address some of our clients' most challenging issues.

Prior to re-joining CGP&H, Ms. Mahaley was the Director of the Housing Affordability Service at the NJ Housing and Mortgage Finance Agency, and was the Director of Plan Administration at the Council on Affordable Housing (COAH) where she oversaw the tracking and crediting of municipal affordable housing obligations and the training of Administrative Agents. Long a proponent of affordable housing, Heather is pleased to once again be focusing most of her time on a wide variety of affordable housing matters throughout New Jersey.

Ms. Mahaley has recently worked with the Community Development Block Grant program and HUD regulations. She believes in the intersection of affordable housing and community development activities and looks to combine resources to achieve resilient communities and opportunities for families to thrive.

Ms. Mahaley received her Masters Degree in City and Regional Planning from Rutgers University in 2000 and her Bachelors Degree in Fine Art from the College of William and Mary in 1994. She was a founding member of the Affordable Housing Professionals of New Jersey, and is a licensed New Jersey planner.



Michelle Lamar, Esq., PP
Senior Planner, Corporate Counsel

42 years of experience in:

- Grant Writing
- Municipal Land Use Law
- Housing and Community Development Planning
- Representing clients Before Zoning and Planning Boards

Education:

- BA Political Science, Williams College
- MA Political Science, MCRP, and Juris Doctorate, Rutgers University

Associations & Licenses:

- American Planning Association, NJ Chapter
- Licensed New Jersey Professional Planner
- Licensed Attorney in New Jersey and Pennsylvania
- Member, Board of Directors of the Land Use Section of the NJ State Bar Association
- NJ Supreme Court Committee on Women in the Courts

Michelle Lamar, Senior Planner, Corporate Counsel

has more than 41 years' experience in grant-writing, planning and law with expertise in municipal land use law, housing, and community development planning. At CGP&H, she specializes in assisting our municipal and county clients with preparing grants applications encompassing a wide range of federal and state grant funding programs.

Ms. Lamar began her career in New Jersey as an Assistant Planner with the Middlesex County Planning Board, working on funding issues through the County Community Development Block Grant program. She then served as City Planner for the City of Woonsocket, Rhode Island, and subsequently as Planner with the Providence Foundation in Providence, Rhode Island (a joint funding effort of the City of Providence Chamber of Commerce and the Rhode Island Historical Society to secure funds to facilitate the transformation of the downtown area). Returning to New Jersey, Ms. Lamar was Assistant Director of the Targeted Jobs Demonstration Program Evaluation (a review of a nationwide demonstration grant program seeking to coordinate employment programs with economic development efforts), undertaken by the Eagleton Institute at Rutgers University.

Upon attending law school, Ms. Lamar was employed by McCarter & English as a litigation associate, worked as an attorney with the New Jersey Housing and Mortgage Finance Agency (NJHMFA), which included administration of the agency's various grant and loan programs, and eventually became a partner practicing land use law with Sterns & Weinroth in Trenton, New Jersey. As a land use attorney, Ms. Lamar represented applicants and objectors before planning and zoning boards, as well as the Washington (now Robbinsville) Township Housing Board and the Hamilton Township (Mercer County) Zoning Board.

Ms. Lamar received her Bachelor's degree in Political Science with a concentration in Environmental Studies from Williams College, Williamstown, Massachusetts, and her Masters in City and Regional Planning, Masters of Arts in Political Science and Juris Doctorate at Rutgers University, where she was an Eagleton Fellow at the Eagleton Institute of Politics.

Ms. Lamar is a New Jersey-licensed Professional Planner and licensed as an attorney in New Jersey and Pennsylvania. She is a member of the Board of Directors of the Land Use Section of the New Jersey State Bar Association and serves on the New Jersey Supreme Court Committee on Women in the Courts.



Dan Levin, AICP
Senior Planner

15 years of experience in:

- Urban and Regional Planning
- Economic Development
- Community Engagement

Education:

- MA City Planning, University of Pennsylvania
- BA Urban Planning, University of Illinois at Urbana-Champaign

Associations & Licenses:

- American Institute of Certified Planners (AICP)

Dan Levin, Senior Planner Dan Levin, Senior Planner, has over 14 years of experience working as an urban planning and economic development professional, with expertise in site selection and community engagement. At CGP&H, Dan is responsible for overseeing the organization's Market to Affordable rental program, as well as providing support on grant applications and planning assignments.

Before coming to CGP&H, Dan served as project director for the Wilmington Renaissance Corporation in Wilmington, Delaware, where his projects included "Vacant to Vibrant", a creative placemaking endeavor in West Center City Wilmington, and developing a business plan for a proposed kitchen incubator in Wilmington. Dan also acted as the Special Project Manager at The Enterprise Center Community Development Corporation, a non-profit organization devoted to minority business development and entrepreneurship located in West Philadelphia.

While at TEC-CDC, Dan's accomplishments included overseeing the successful update to the Walnut Hill Neighborhood Plan 2016 including its approval by Philadelphia's City Planning Commission; as well as managing the construction of Common Table, a restaurant incubator space within the Center For Culinary Enterprises. Dan also was tasked with facilitating the development of the Enterprise Heights project, a proposed mixed-use development at the southwest corner of 46th & Market streets in West Philadelphia; and he provided technical assistance to various business clients of TEC.

Dan also brings international experience to CGP&H, as he spent the first seven years of his career in Melbourne, Australia working in both the private and public sectors as an Urban Planner. While in Melbourne, Dan specialized in town center planning as well as economic development techniques, with his key achievements including drafting local planning policies/ordinances, developing a neighborhood shopping centers strategy, and facilitating public meetings between applicants and objectors.

Dan is originally from St. Louis, MO, however today he calls Philadelphia home. In his personal time Dan volunteers as a Football Coach for middle-school aged boys in Delaware County, PA.

Dan holds a Bachelor's degree in Urban Planning from the University of Illinois at Urbana-Champaign and a Masters degree in City Planning from the University of Pennsylvania.



John Burton, Chief Operating Officer, is responsible for ongoing business operations at CGP&H and for leading the administrative support team providing logistical support for all departments at CGP&H. In addition, he provides Salesforce system administration and database management. He has many years of experience working mainly in the non-profit sector. John holds a Bachelor's degree from the University of California at Berkeley and a Master of Public Administration from Penn State with graduate certificates in Public Budgeting and Financial Management and in Public Sector Human Resources Management.



Ximena Calle, Administrative Agent Manager, has been with CGP&H since 2004. During that time, she has developed a deep understanding of the State's affordable housing regulations. Ms. Calle came to us with more than 8 years administrative experience in New Jersey as well as in her native Ecuador. She supervises the case management staff and oversees administrative agent projects including maintaining waiting lists, income certifying buyers and renters of affordable units, and liaising with landlords and developers. She also provides verbal and written translation services to Spanish-speaking homebuyers and sellers as needed. Ms. Calle is certified by the Affordable Housing Professionals of New Jersey.



Katherine Ritenband, Senior Affordable Housing Coordinator, joined CGP&H in 2013. She is a graduate of Westminster College in Utah. Ms. Ritenband income certifies applicants for rental and purchase units. In addition, she is responsible for regional affirmative marketing mailings, annual newsletters to homeowners, preparing closing documents, and conducting lotteries. She is also certified by the Affordable Housing Professionals of New Jersey.



Noopur Shah, Affordable Housing Coordinator, is responsible for income certifying applicants for rental and purchase units, regional affirmative marketing mailings, annual newsletters to homeowners, preparing closing documents, and conducting lotteries. Noopur holds a bachelor's degree in Psychology from Rutgers University and comes to CGP&H with experience in the fields of mental health and non-profit organizations.



Mike Butkocy, Affordable Housing Coordinator, joined CGP&H as a Certified Affordable Housing Professional with experience in community development. Mike's main duties include liaising with developers and landlords, applicant outreach, and assisting applicants with the application process. Mike is a graduate of Monmouth University, where he received his Masters Degree in Public Policy and Bachelors Degree in Political Science. Additionally, he is certified by the Affordable Housing Professionals of New Jersey.



Tilah Young, Affordable Housing Coordinator, recently joined CGP&H and provides support to the affordable housing administrative agent case managers by assisting with applicant outreach, records management, and other logistical support functions. Tilah holds a bachelor's degree in Business Administration from Monmouth University and comes to CGP&H with experience in real estate and business logistics.



Allie von Glahn, Affordable Housing Coordinator, is responsible for income certifications for rental and purchase units, regional affirmative marketing mailings, annual newsletters to homeowners, preparing closing documents, and conducting lotteries. Allie is a graduate of the University of Texas at El Paso with a degree in Psycholinguistics and has an extensive background in resident services, property management, and the affordable housing sector. She is a certified Tax Credit Specialist and Certified Occupancy Specialist through the National Center for Housing Management.



Khadijah AbduSalaam, Affordable Housing Coordinator, recently joined CGP&H and handles applicant certification for rental and purchase units and manages outreach to applicants and property affiliates. She assists applicants with program inquiries, regional affirmative marketing mailings, records management, annual newsletters as well as logistical support. Khadijah has 10 years of affordable housing experience including eligibility determination and recertification. She conducted program briefings for tenant and property owner participants to introduce and explain nuances of differing programs and document execution, HUD certified relocation and unit inspection prior to tenant move-in approval. Khadijah obtained her B.A. in Communications Radio & Television with a Psychology minor from Central State University in 2000.



Nick Sciortino, Data Records Manager, oversees the online application and pre-application submissions and random selection process. He maintains all waiting list for affordable housing and each municipality's rental and purchase inventory. He also provides Affordable Homes New Jersey technical support to the entire CGP&H team. Mr. Sciortino is a graduate of Westminster College in Utah and has been with CGP&H since 2013.



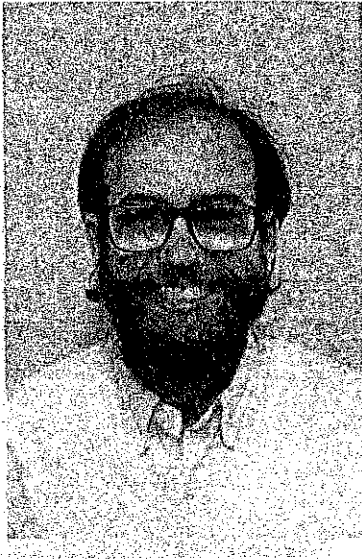
Ashleigh Mastandrea, Affordable Housing Assistant, recently joined CGP&H and provides support to the affordable housing administrative agent case managers by assisting with applicant outreach, records, and other logistical support functions. Ashleigh came to us with a variety of experience including co-owning and building from the ground up a successful restaurant.



Artrice Roman, Affordable Housing Assistant, recently joined CGP&H and provides support to the affordable housing administrative agent case managers by assisting with applicant outreach, records, and other logistical support functions. Artrice graduated from Rutgers University with a bachelor's in Public Health and Sociology. Her previous experience includes non-profit organizations and public health organizations with certifications as a support coordinator case manager and a behavior technician for individuals with disabilities.



Rachel Scott, Affordable Housing Assistant, recently joined CGP&H and provides support to the affordable housing department by assisting with applicant outreach, records and other logistical support functions. Rachel graduated from Monroe College in New York with a degree in Criminal Justice. Rachel also comes to us with an extensive background in Customer Service and previous experience in affordable housing compliance.



Sam Legates, Affordable Housing Assistant, recently joined CGP&H and provides support to the affordable housing administrative case managers by assisting with applicant outreach, records, and other logistical support functions. Samuel recently graduated from Franklin & Marshall College with a bachelor's in Government. His previous experience includes working for a municipal planning and zoning office as well as a congressional office.



Stephanie Rubin, Administrative Assistant, provides administrative support to all staff at CGP&H. She graduated from the University of Delaware with a degree in Fine Arts and has extensive experience in graphic design, logistics and general office administration.

6. DETAILED COST PROPOSAL

CGP&H will provide Township of West Orange with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented in the tables below depending on the breadth of services requested by West Orange.

Our staff can attend the required maximum of seven (7) meetings at the maximum two hours each during typical business hours. Our firm will bill the township hourly at the rate and not to exceed amount in the Cost Proposal for the time spent during the meetings. We will not charge travel expenses of staff that are attending the meetings. As electronic communications (phone/email) between our staff and the township will require our professional time and expertise, the time spent communicating will be billed hourly at the rate and not to exceed budget amount in the Cost Proposal.

ADMINISTRATIVE AGENT GENERAL SERVICES paid by West Orange	
1. Initial Program Setup (First Year Only)	Not-to-exceed \$1,500 in year one billed hourly at a rate of \$130 per hour for senior staff and \$85 per hour for all other staff. This fee will not reoccur in subsequent years
2. Day-to-Day Administrative Agent Services	Not to exceed \$13,750 billed at an hourly rate of \$130 per hour for senior staff, and \$85 per hour for all other staff
3. Additional Advisory Services as requested by the Township	Billed hourly at a rate of \$130 per hour for senior Staff and \$85 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Township. CGP&H will not bill for any time under this line item without written authorization from the Township.
Total Paid by West Orange	Not-to-exceed \$15,250 in the first contract year

- 1. Initial Program Setup (First Year Only):** This includes but is not limited to creating an administrative agent operating manual, and creation of or revisions to a municipal Affirmative Marketing Plan, and any other activities related to the transition from the Township's current Affordable Housing Professional to CGP&H.
- 2. Day-to-Day Administrative Agent Services:** This includes updating the Administrative Agent Operating Manual, and Affirmative Marketing Plan, if required, responding to general affordable housing inquiries, affirmative marketing, foreclosure prevention activities, attending required meetings, communications via phone and email, and annual mailings to homeowners as well as preparing intent-to-sell packages and trust fund monitoring and annual unit monitoring reports. It also includes advising West Orange on affordable housing requirements for new developments.

3. **Additional Advisory Services as requested by the Township:** These include special projects outside the scope of general administration including, but not limited to trust fund monitoring, mid-point review, and CTM entry of trust fund or unit information, group home research to document creditworthiness, conducting and communicating regarding group home research, or other special projects such as extension of controls or implementing an affordability assistance program. CGP&H will not bill for any time under these services without written authorization from the Township.

AFFORDABILITY ASSISTANCE PROGRAM SERVICES

1. Affordability Assistance Program Services

CGP&H will charge a flat fee of \$250 for each first month's rent program application.

CGP&H will charge a flat fee of \$400 for each down payment assistance program application.

For all other services related to affordability assistance programs, CGP&H will bill hourly at \$130 per hour for senior staff, and \$85 per hour for all other staff.

1. **Affordability Assistance Program Services:** This includes, but is not limited to, working with the Municipality's representatives to review and select affordability assistance programs and then prepare the Affordability Assistance manual which may include different affordability assistance programs. Once programs are selected and manuals written and approved, administration of these affordability assistance programs includes soliciting applications, distributing and processing applications, and income certifying applicants. CGP&H will review and approve applications and track the disbursement of funds for required reporting.

RENTAL & OWNERSHIP FEES PAID BY Developer/Landlord/Homeowner		
1. Rental Fees	Flat fee of \$800/rental certification. No charge for applicants found to be ineligible. <i>No charge to prescreen applicants and referring as many applicants to landlord as needed to fill each vacancy</i>	Developer/Landlord pays fee. <i>West Orange will help facilitate CGP&H going under contract with developers.</i> <i>West Orange may pay this fee if Developer will not contract with CGP&H.</i>
2. Waiting List Management Fee	\$30 per deed restricted unit annual fee payable upon commencement of affirmative marketing. Minimum fee of \$300 annually.	Developer/Landlord pays fee
3. Lease Renewal Fee	\$30 per lease renewal	Developer/Landlord pays fee
4. Ownership Fee: Resales	3% of the sale price of the home or minimum of \$2,500.	Homeowner pays fee. <i>West Orange will pay difference between 3% resale fee and minimum of \$2,500 if fee paid by owner is less than \$2,500.</i>
5. Ownership Fee: Refinance Requests	\$175 flat fee to process request	Homeowner pays fee
6. Ownership Fee: New Development	CGP&H will charge a fee of \$2,000 per sale unit. \$1,000 will be billed at the time each home goes under contract and \$1,000 will be billed at closing. In the event that a buyer goes under contract and does not close, the first \$1,000 payment would not be returned.	Developer/Landlord pays fee
7. Setup of New Projects	\$1,000 flat fee per new development	Developer/Landlord pays fee
Cost to West Orange for these services	\$0.00 anticipated cost to West Orange.	

- 1. Rental Fees:** CGP&H will contact the next applicant on the waiting list to prescreen them for eligibility, refer them to the landlord, and invite them to submit a full application. CGP&H will collect and review documentation from the applicant households to determine their eligibility. Eligibility determination fees do not include credit or background checks, which are generally done by the landlord. The Developer/Landlord may pay rental certification fees.
- 2. Waiting List Management Fee:** The waiting list management fee will allow us to maintain the waiting list on our web-based Affordable Homes New Jersey Profile (affordablehomesnewjersey.com). This

unique online system provides around-the-clock, user-friendly and robust online tools for applicants, while also increasing our turnaround times. After initial lease-up, all applicants will be required to update their information annually.

3. **Lease Renewal Fee:** CGP&H will advise the Developer of the maximum rental amount before each new lease is executed and we will review all executed leases and maintain copies in our files, as required by UHAC.
4. **Ownership Fee: Resales:** CGP&H will charge the seller a fee as a percent of the sales price to refer interested buyers, coordinate with both the seller and all interested applicants throughout the duration of the sale process, income certify prospective buyers, prepare the closing documents, attend closings whenever required, and perform other duties related to the closing. This fee is paid by the owner directly to CGP&H at closing. In the unusual event where the sale fee comes in less than the minimum, CGP&H will be paid the difference by the municipality.
5. **Ownership Fee: Refinance Requests:** CGP&H charges existing homeowners a fee per request to process requests for subordination or home equity loans. This fee will be paid by the homeowner requesting the review.
6. **Ownership Fee: New Development:** After random selection is completed, CGP&H will process the pre-applications, screen pre-applicants, and refer eligible households to the developer, income certify all buyers, coordinate with mortgage providers, and prepare affordable housing related closing documents for the project.
7. **Setup of New Projects:** CGP&H will charge new developers a flat fee for project set-up activities. This includes pricing of units, preparation of deed restriction, affirmative marketing, and all other set-up activities.

THE CGP&H APPROACH - ADMINISTRATIVE AGENT SERVICES

The CGP&H approach is ideally suited to administer West Orange's existing and planned portfolio of affordable homes. CGP&H's proprietary **Affordable Homes New Jersey** website, database, and applicant profile system allows us to keep the applicant waiting lists for West Orange current, find prequalified applicants quickly when needed; track compliance; and, ensure regular affirmative marketing is undertaken. The key aspects of our approach that sets us apart from other Administrative Agents is described below:

Affirmative Marketing

CGP&H will affirmatively market the affordable units to maintain a list of interested applicants. Information will be posted on AffordableHomeNewJersey.com. We will send out mailings quarterly to our existing distribution list of approximately 250 community groups, major employers, and social service providers in Region 2 which is comprised of Essex, Morris, Union, and Warren counties. We will share our list with West Orange to see if the municipality would like to add any community groups, major employers or social service providers to our comprehensive list. All units will also be posted on NJHRC.gov as well as Twitter, Instagram and Facebook where CGP&H has over 3,000 followers.

Household Certification

CGP&H will maintain a waiting list of households interested in purchasing or renting affordable units in the municipality.

CGP&H ensures that our waiting lists are filled with applicants that are still interested in affordable housing so that when specific opportunities arise, less time will be spent inviting dozens on the waiting list who have moved on to other housing options. CGP&H's online system requires that our applicants re-affirm their interest in remaining on the waiting list. The positive impact on how quickly this approach can fill vacant units is nothing short of remarkable. CGP&H will complete income certifications for all households that submit full applications.

There is no other firm in the entire state that provides such a robust and user-friendly online database, with so much transparency for applicants. Through our online profile system, applicants can add or remove themselves from the municipality's waitlist, update personal information (such as income, children born, marriage/divorce etc.), and much more. This 24-7 access is available right on their computer, smart phone, or any other device with an internet connection. CGP&H's system has earned accolades from applicants, landlords and sellers of affordable housing as these technological advances have brought the modern-day convenience and access of the latest mobile and web technologies to the processes of renting, leasing, selling and purchasing of affordable homes with exemplary results.

Affordable Homes New Jersey Website

CGP&H will set-up a dedicated webpage, like the one shown below, for each affordable housing development or sale unit in each client municipality. This website, AffordableHomesNewJersey.com, provides excellent exposure for the affordable units with current web activity at approximately 40 new preliminary applications submitted daily online (almost 15,000 new households added annually).

Affordable Homes New Jersey
a CGP&H service

AFFORDABLE OPPORTUNITIES ▾

APPLY NOW ▾

FAQ

SAMPLE TOWNSHIP

Home → All Opportunities → About Us

HOW TO APPLY

If you want to join the waiting list, click to submit a Preliminary Application online. Make sure to visit your Affordable Homes New Jersey Profile to join waiting lists.

[Submit a Preliminary Application](#)

AVAILABILITY

You may join the Evesham rental and ownership waiting lists. Units become available for rent and sale monthly.

CURRENT LISTINGS

Click below for additional information on current affordable opportunities in this municipality. Join waiting lists to be considered.

Whitebridge Village Condominiums
Sale
401 Quail Rd
\$75,299 | 2 bed | 1 bath | Low

Whitebridge Village Condominiums
Sale
2201 Rabbit Run Rd
\$112,302 | 2 bed | 1 bath | Moderate

Whitebridge Village Condominiums
Sale
801 Quail Rd
\$79,292 | 2 bed | 1 bath | Low

Whitebridge Village Condominiums
Sale
1201 Squirrel Rd
\$114,900 | 2 bed | 1 bath | Moderate

LOCATIONS

Click below for additional information on locations in this municipality. Join waiting lists to be considered.

Berkshire Woods
Sale
2 Bed • 3 Bed | Low • Moderate | 6 Townhome(s)

BURLINGTON COUNTY EVESHAM

HAVE A QUESTION?

For immediate responses, visit our searchable FAQ for answers to questions like:

- What are the steps involved in the affordable housing process?
- What is considered income?
- What documents will I be required to submit?
- Do I need an attorney to buy or sell an affordable home?

INTERESTED IN OTHER LOCATIONS?

Visit our Current Listings page to view available properties in all locations.

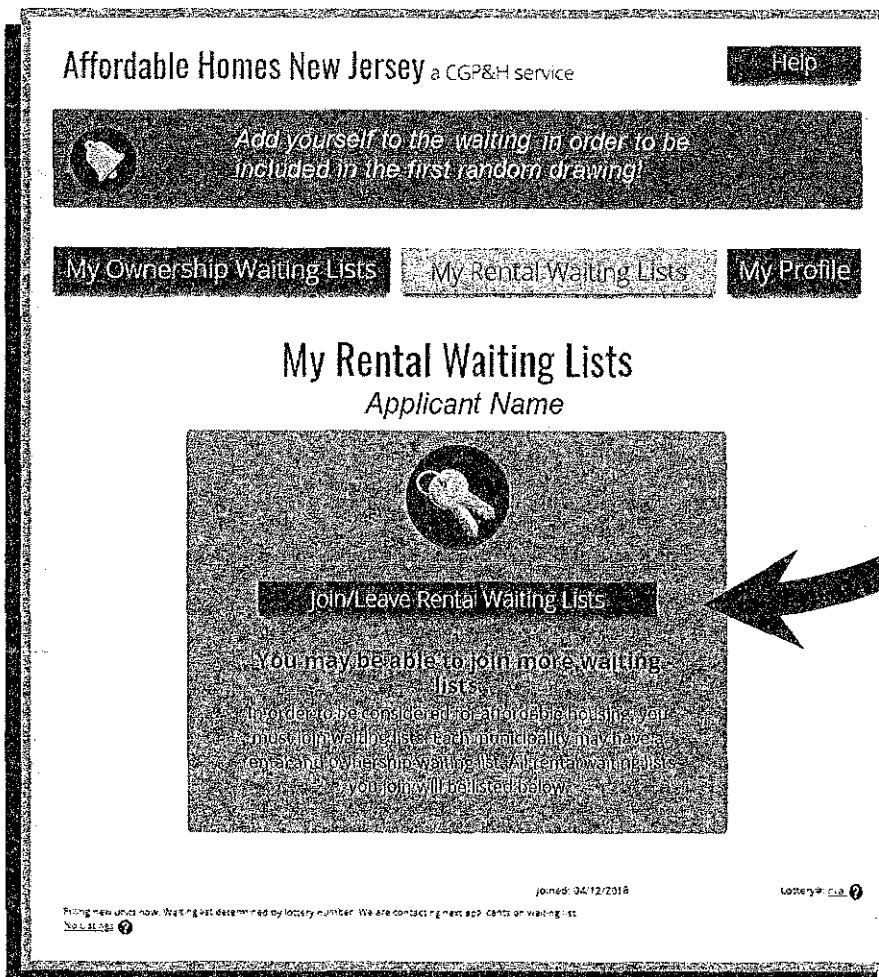
FOLLOW US

Online Preliminary Application

When an applicant is interested in being added to the municipality's waiting list for affordable housing, they will be able to submit a pre-application online directly from the AffordableHomesNewJersey.com website. This short Pre-Application will ask basic information about the applicant's household size and income to determine whether the household may qualify for affordable housing. If an applicant does not have access to a computer or phone, they will be mailed a preliminary application, or we will assist them over the phone.

Online Affordable Homes New Jersey Profile

Every applicant who applies to rent or purchase a home in the municipality will be able to access their own **Affordable Homes New Jersey Profile** page like the one shown in the following figure. On that page, they will be able to see the information we have on file for them such as annual income and household size. If the applicant needs to update their income or phone number for example, they can click the "Update My Profile Information" button. The personalized profile enables applicants to verify that we always have their most current information on file and to quickly update their information themselves. The profile page also will also show that they are on the waiting list to purchase or rent a home in the municipality and shows available homes that they may qualify for.



Applicants can add themselves to the municipality's waiting list right from their own profile page!

Streamlined Digital Communication with Applicants

When applicants submit their online preliminary application, we use an email verification tool to make sure that the email address the applicant provided is correct and our email is not blocked by spam blocker. Our ability to communicate with applicants is critical because we email applicants notifications when we get to their name on the waiting list for an available unit. These emails provide applicants more information about the available home and applicants can "Request to Visit" the home or "Skip This Unit" by clicking a button directly from the email.

Applicants receive emails where with one click they can "Request to Visit" or "Skip This Unit"

Affordable Homes New Jersey a CGP&H service

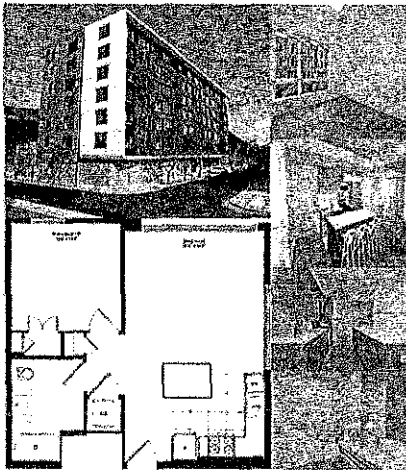
An affordable home has become available and your name is in the next group of potential applicants. To confirm your interest, please review the listing below (which includes all the information we have at this time)

• PLEASE NOTE THE DEADLINE TO RESPOND. If you do not take action by this deadline, we will assume you are not interested in this home and we will move to the next person on the waiting list. You will not be contacted about this home again.

Please respond by: 07/26/2018



600 Harrison, unit ##, Hoboken, Hudson County



1 bed 1 bath

\$ 750

Request to Visit

Skip This Unit

We typically need to contact at least ten applicants for every applicant that rents a unit. During this outreach we screen for eligibility (such as income and household size) and provide additional information about the units and landlord policies. Though an applicant may be next on the waiting list for an affordable unit, there are numerous reasons why that applicant may choose not to proceed with that particular unit. For example, they may have moved on to another housing option or are currently in the middle of a lease they cannot break. Our streamlined communication system allows us to learn quickly if an applicant is not interested in a unit, so we can move on to the next applicant on the list as soon as possible. CGP&H strives to make this component of the process as efficient as possible so applicants can get much needed affordable housing quickly and landlords can rent units in a timely fashion. When an applicant is interested in a unit and clicks "Request to Visit", they will be asked additional questions to confirm they qualify for the specific unit, and if so they will be referred to the landlord.

Applicants will be notified immediately via email if they are not eligible because, for example, they are over the income limit or their household size is too large for the available unit. This immediate processing allows us to move onto the next preliminary applicant to fill the affordable units as quickly as possible. Our automated email communications provide detailed information to applicants on the waiting list 24/7, so they know their change in status, without any delays. Due to the advanced interactive nature of our database, applicants being notified that they are ineligible can immediately request a review online via a link from their email and update their information if applicable.

Online Full Application

Before an applicant can rent or purchase an affordable home, they will be sent a link to an online application form to start the full income certification process. We have received positive feedback from applicants who prefer to complete the form online rather than a hard copy application. The online form is user friendly and applicants can save their progress while they input bank account and other income-related information requested in the application.

Online Annual Renewal

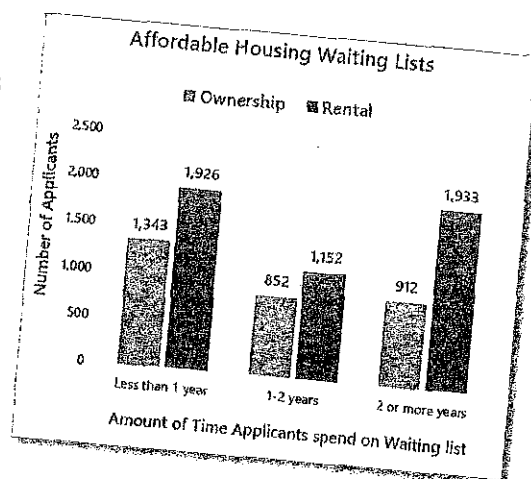
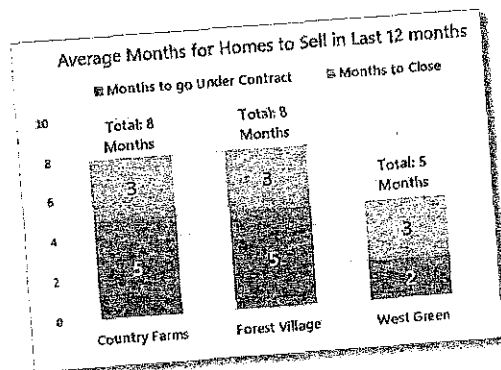
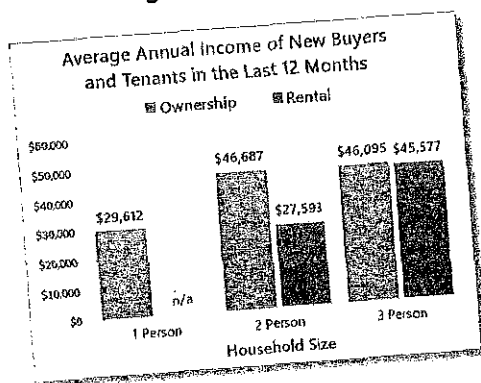
Applicants can update their contact information, income, household size and other qualifying information any time from their **Affordable Homes New Jersey Profile**. If applicants have not updated in the last year, we will email them a series of emails notifying them that their profile will expire and they will be removed from the waiting list if they do not submit an update via the link provided in the email. If they fail to respond to multiple email requests to update, they will be sent a final email notifying them that they have been removed from the waiting list.

Applicants without email addresses will be mailed annual renewal requests.

Reporting

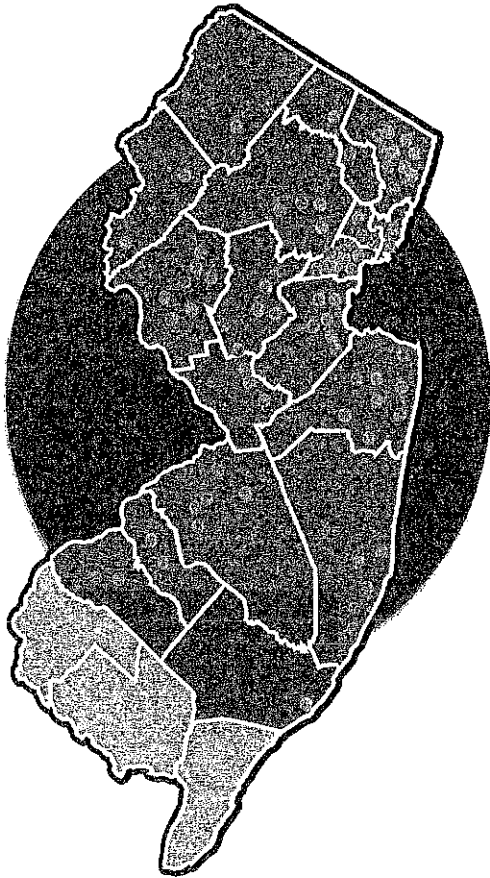
Another benefit of the **Affordable Homes New Jersey** database is that CGP&H prepares additional reporting on municipal affordable housing inventory and waiting list. Our client municipalities are telling us that this system is giving them composite data as to what is going on with affordable housing in their community in a way that was never available to them before. Information we can provide on units that we directly administer can include:

- Applicant information such as how many people with disabilities, how many veterans, single family head of households, and so much more
- Affordable Housing inventory of currently occupied and currently available units
- Average time from listing to sale or from vacancy to leasing
- Average sale price of homes sold or monthly rent of rental units by unit size
- Average incomes of new buyers/renters
- Current waitlist size with length of time applicants have been on waiting list



AFFORDABLE HOUSING

Administrative Agent Locations



Sussex County

- Newton
- Sparta

Warren County

- Allamuchy
- Greenwich

Hunterdon County

- Flemington
- Frenchtown
- High Bridge
- Lebanon
- Raritan Twp
- Tewksbury

Somerset County

- Bernardsville
- Bridgewater
- Franklin
- Montgomery
- Warren
- Watchung

Burlington County

- Burlington City
- Evesham
- Hainesport
- Mount Laurel
- Springfield

Camden County

- Berlin
- Cherry Hill
- Voorhees

Gloucester County

- Washington - Gloucester

Ocean County

- Barnegat
- Berkeley
- Manchester
- Ocean
- Stafford

Atlantic County

- Northfield

Morris County

- Florham Park
- Hanover
- Roxbury
- Washington - Morris

Middlesex County

- Edison
- Highland Park
- Old Bridge
- Piscataway
- Sayreville
- Woodbridge

Monmouth County

- Freehold Township
- Holmdel
- Howell
- Manasquan
- Marlboro
- Ocean
- Red Bank
- West Long Branch

Mercer County

- East Windsor
- Hightstown
- Princeton

Passaic County

- Bloomingdale
- Wanaque

Bergen County

- Bergenfield
- Cresskill
- Edgewater
- Elmwood Park
- Glen Rock
- Lyndhurst
- Mahwah
- New Milford
- Rutherford
- Saddle Brook
- Wood-Ridge
- Wyckoff

Essex County

- Cedar Grove
- Livingston
- Maplewood
- Montclair
- South Orange

Hudson County

- Bayonne
- Hoboken

Union County

- Berkeley Heights
- Clark
- Cranford
- Mountainside
- Scotch Plains
- Springfield
- Union Township
- Westfield

KNOWLEDGE OF AFFORDABLE HOUSING REGULATIONS

There is no Administrative Agent in the state of New Jersey with more knowledge of New Jersey Affordable Housing regulations than CGP&H. Our president, Randall Gottesman, has been practicing both before and during COAH's coming into existence in the mid-1980s, and ever since, has dedicated much of his career towards being expert in all the requirements, its implications to municipalities, and how to most cost effectively help our clients comply with all of the rules and regulations. In fact, in 2006, CGP&H was so highly recognized for its expertise in this area, that it was awarded a competitive contract to make a companion guide to the *Uniform Housing Affordability Controls* (UHAC), which CGP&H prepared for the state, and was ultimately entitled, "Understanding UHAC." Fourteen years later, "Understanding UHAC" is still considered a valuable reference tool for those in the industry. In addition, to stay current, CGP&H regularly attends training and educational workshops, and Randall Gottesman, is a founding member of a professional association called, "Affordable Housing Professionals of New Jersey", and has served on its Board since its inception in 2006, having served three of those years as its President. Mr. Gottesman continues to remain on the cutting edge of knowledge with regard to Affordable Housing compliance matters, legislative and legal matters and current events and issues. CGP&H remains committed to continuing its pursuit of full knowledge in this arena to always represent our clients to the best of our abilities.

Randy Gottesman has been on the AHPNJ Education Committee for many years, and has helped conceptualize, review and edit much of the curriculum created for AHPNJ's certification program over the years

Our staff has completed the following affordable housing training programs offered by the state of New Jersey:

- Module I
- Module II – Records Management
- Module III – Ethics
- Module IV – Qualifying Households
- CTM Project/Unit Monitoring
- CTM Affordable Housing Trust Fund Monitoring

Our staff has also completed all of the training programs offered to date by the Affordable Housing Professionals of New Jersey (AHPNJ):

- Introduction to Affordable Housing for NJ Municipalities
- Fair Housing
- Qualifying for Affordable Housing: Program Distinctions
- Ethics for Affordable Housing for Affordable Housing
- Community Placement of Affordable Housing Units
- Records Management

Among many others in the company, Vice President Megan York and Administrative Agent Manager Ximena Calle who will oversee the day-to-day administrative agent services activities have both completed the Affordable Housing Professionals of New Jersey Certification program.

7. REFERENCES

Below are references for typical municipalities where we currently provide affordable housing services.

Janice Talley, Director of Planning & Community Development

Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

Telephone: (973) 509-4954

Services: Affordable housing administrative agent services

Duration: Since 2018

Chris Brown, Community Development Director

City of Hoboken

94 Washington Street

Hoboken, NJ 07030

Telephone: (201) 239-6642

Services: Affordable housing administrative agent services

Duration: Since 2014

Leslie London, Affordable Housing Legal Counsel

75 Livingston Avenue

Roseland, NJ 07068

Telephone: (973) 622-5335

Services: Affordable housing administrative agent services

Duration: Since 2017

Don Sammet, Town Planner

Town of Westfield

959 North Avenue West

Westfield, NJ 07090

Telephone: (732) 502-5711

Services: Affordable housing administrative agent services

Duration: Since 2016

Shirley Bishop, President/Owner

Shirley M. Bishop, PP, LLC

100 Overlook Center, Floor 2

Princeton, NJ 08540

Telephone: 609 844-7720

Services: Affordable housing administrative agent services

Duration: Since 2014

**TOWNSHIP OF WEST ORANGE
BID DOCUMENT CHECKLIST
AFFORDABLE HOUSING
ADMINISTRATIVE AGENT SERVICES**

COMPANY NAME CGP&H, LLC

In addition to any submittals required as indicated in this request for proposals, the following items marked with (X), as indicated below, **MUST** be included with your sealed submission. Please initial each item included and submit this form with the sealed submission

	Required	Initials
Proposal/Schedule of Prices	<u>X</u>	<u>AS</u>
Stockholder Disclosure Certification Form	<u>X</u>	<u>AS</u>
Insurance Requirements and Acknowledgement Form	<u>X</u>	<u>AS</u>
Affirmative Action Acknowledgement Form	<u>X</u>	<u>AS</u>
Iranian Disclosure Certificate	<u>X</u>	<u>AS</u>
Acknowledgement of Addenda	<u>X</u>	<u>AS</u>
Business Registration Certificate	<u>X</u>	<u>AS</u>

Reminder:

Each submission shall be contained in a **sealed envelope** addressed to *Township of West Orange Purchasing Division, 66 Main Street, West Orange, NJ 07052*. Said envelope shall specify the professional service for which the submission is provided. The submission is to be clearly marked, "**Sealed Submission Enclosed**" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the notice. Submissions received after the time herein named or in unsealed envelopes shall not be considered.

**TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NJ 07052**

**PROPOSAL
(SCHEDULE OF PRICES)**

**AFFORDABLE HOUSING
ADMINISTRATIVE AGENT SERVICES**

Proposals shall be submitted to the Division of Purchasing, 66 Main Street, West Orange, NJ 07052 no later than:

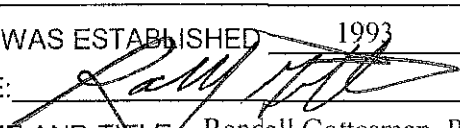
DATE: Friday, October 30, 2020

TIME: 11:00 AM

ITEM	DESCRIPTION	AMOUNT
1	Price per rental per unit	\$800.00
2	Price per re-rental per unit	\$800.00
3	Hourly rate for work outside scope of RFP	\$130 / \$85

ARE THERE ANY EXCEPTIONS TO THIS REQUEST FOR PROPOSALS? YES ☒ NO

IF YES, PLEASE SUBMIT A LETTER EXPLAINING FULLY WHAT EXCEPTIONS YOU ARE TAKING TO THIS RFP.

COMPANY: CGP&H, LLC
YEAR FIRM WAS ESTABLISHED 1993
SIGNATURE: 
TYPED NAME AND TITLE: Randall Gottesman, President
ADDRESS: 1249 South River Road, Suite 301
CITY, STATE, ZIP: Crambury, NJ 08512
PHONE NO.: 609-664-2769 ext. 12 FAX NO. 609-664-2786
E-MAIL randy@cgph.net
FEDERAL TAX ID # 26-1266747

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all Stockholders, Partners, or Sole Proprietor holding 10% or more of the issued and outstanding stock of the undersigned.*

OR

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

*** IMPORTANT NOTICE TO BIDDERS SEE NEXT PAGE**

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Partnership ☐ Limited Liability Corp. ☒ Limited Liability Partnership ☐ Subchapter S Corporation
Company

Sign and notarize the form below, and, if necessary, complete the stockholder list below.
Stockholders, Partners, or Sole Proprietor:

Name: Randall Gottesman Home Address: 11 Inverness Lane East Windsor, NJ 08520	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 20 day of October, 2020
(Notary Public) Stephanie C. Rubin Randall Gottesman, President
My Commission expires: _____ (Affiant)
(Print name & title of affiant)

STEPHANIE C RUBIN
Commission #50098692
Notary Public, State of New Jersey
My Commission Expires
February 12, 2024

[CONTINUED ON NEXT PAGE]

STOCKHOLDER CERTIFICATION IMPORTANT NOTICE TO BIDDERS

IT IS STRONGLY SUGGESTED THAT BIDDERS READ THE LANGUAGE BELOW CAREFULLY SINCE FAILURE TO SUBMIT SAID CERTIFICATION OR FAILURE TO PROPERLY COMPLETE SAID CERTIFICATION SHALL RESULT IN REJECTION OF YOUR BID.

52:25-24.2. Bidders to supply public agencies; statement of ownership of 10% interest in corporation or partnership

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and 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. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

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

PROFESSIONAL LIABILITY INSURANCE

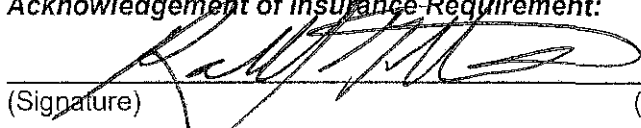
Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Proof of Insurance Coverage – The Contractor Shall provide the Township of West Orange at the time the contracts are returned for execution, Certificates of Insurance and/or policies acceptable to the municipalities.

Continuation of Coverage – If any of the above coverage's expires during the term of the contract, the contract shall deliver renewal certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.

Deductibles – The Contractor shall be solely responsible for payment of any deductibles.

Acknowledgement of Insurance Requirement:

 10/20/2020

(Signature) (Date)

Randall Gottesman, President

(Printed Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2020

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 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 Allen & Stults Co, Inc. 106 N. Main St, P.O. Box 110 Hightstown NJ 08520		CONTACT NAME: Gail Lanza, AAI PHONE (A/C, No, Ext): (609) 448-0110 FAX (A/C, No): (609) 448-8063 E-MAIL ADDRESS: glanza@allenstults.com													
INSURED Community Grants & Planning Inc., DBA: CGP & H LLC 1249 S. River Rd. Suite 301 Cranbury NJ 08512		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Continental Casualty Co</td><td>NAIC # 20443</td></tr><tr><td>INSURER B: National Fire Ins Co of Hartford</td><td>20478</td></tr><tr><td>INSURER C: Hartford Underwriters Ins Co</td><td>30104</td></tr><tr><td>INSURER D: Lloyd's, London</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Continental Casualty Co	NAIC # 20443	INSURER B: National Fire Ins Co of Hartford	20478	INSURER C: Hartford Underwriters Ins Co	30104	INSURER D: Lloyd's, London		INSURER E:		INSURER F:	
INSURER A: Continental Casualty Co	NAIC # 20443														
INSURER B: National Fire Ins Co of Hartford	20478														
INSURER C: Hartford Underwriters Ins Co	30104														
INSURER D: Lloyd's, London															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: CL19121104911	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	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:		1062045283	12/20/2019	12/20/2020	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/PROP AGG \$ 2,000,000		
	B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		6045357169	12/20/2019	12/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property damage \$	
		A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		2095617327	12/20/2019	12/20/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
			C	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	13WECB34919	12/18/2019
D		PROFESSIONAL LIABILITY			PGIARK0037109	4/27/2020	4/27/2021	EACH CLAIM 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDERCGP&H
1249 South River Road
Cranbury, NJ 08512**CANCELLATION**

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

Gail Lanza, AAI/GAL

Gail A. Lanza

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EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

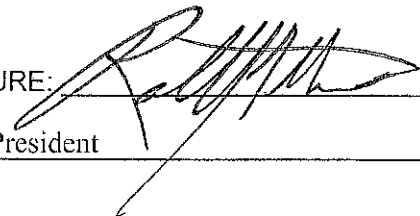
COMPANY: CGP&H, LLC

PRINT NAME: Randall Gottesman

DATE: 10/20/2020

SIGNATURE: _____

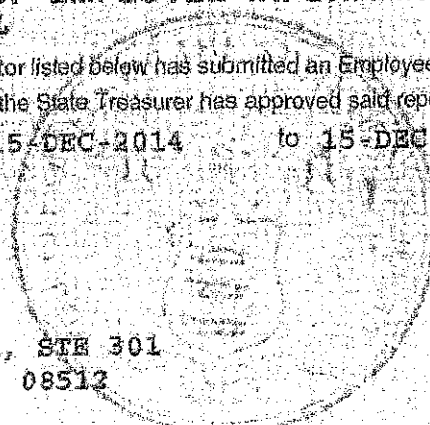
TITLE: President



CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

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

CGP&H, LLC
101 INTERCHANGE PLAZA, STE 301
CRANBURY NJ 08512



A handwritten signature of Andrew P. Sidamon-Eristoff.

Andrew P. Sidamon-Eristoff
State Treasurer



BUSINESS REGISTRATION CERTIFICATE

New Jersey business organizations and foreign business organizations doing business in the State of New Jersey are required to obtain a Business Registration Certificate from the State of New Jersey Department of Treasury, Division of Revenue prior to conducting business in the State of New Jersey. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

A recently enacted bill: P.L. 2009, c.315 (A-557/S2366) reforms the Business Registration Certificate requirements. Please refer to the above bill as well as N.J.S.A. 52:32-44 to abide by all requirements concerning the business registration rules and regulations.

A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CGP&H, LLC
Trade Name:
Address: 101 INTERCHANGE PLZ STE 301
CRANBURY, NJ 08512-3716
Certificate Number: 1363338
Effective Date: September 27, 2007
Date of Issuance: November 11, 2015

For Office Use Only:

20151111095325929

Request for Taxpayer Identification Number and Certification

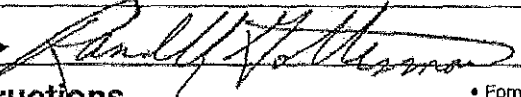
Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CGP&H, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) n/a Exemption from FATCA reporting code (if any) n/a (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 1249 South River Road, Suite 301 6 City, state, and ZIP code Cranbury, NJ 08512 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][]-[][]-[][][][][][][] or Employer identification number [2][6]-[1][2][6][6][7][4][7]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 6/10/2020
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.	
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RESOLUTION

WHEREAS, the Township of West Orange by Resolution No. 134 -21 dated June 22, 2021 awarded a Professional Services contract to the architectural firm of Arcari Iovino, one Katherine Street, Little Ferry, NJ 07643 in the amount of \$318,000.00 for the design of a new West Orange Public Library at 10 Rooney Circle; and

WHEREAS, during the design Arcari Iovino was asked to prepare interior renderings of the new Library which was not a task included in their design contract; and

WHEREAS, also during the design Arcari Iovino needed the services of a consulting engineer to identify utility line locations to the building at 10 Rooney Circle which also was not a task included in their design contract; and

WHEREAS, the cost for these additional and consulting services were \$2,550 and \$5,500 respectively as per the proposal of Arcari Iovino dated February 9, 2022; and

WHEREAS, the Municipal Engineer by letter dated February 9, 2022 finds these fees reasonable; and

WHEREAS, the Municipal Engineer by the same letter recommends an allowance for reimbursable expenses for this project of \$1,000; and

WHEREAS, the Municipal Engineer recommends Change Order No. 1 with Arcari Iovino in the amount of \$9,050 for funding the additional services and reimbursable expenses associated with the architectural design at 10 Rooney Circle; and

WHEREAS, sufficient funds exist for this additional work; and

WHEREAS, the Township Council concurs in the foregoing

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 1 in the amount of \$9,050 with Arcari Iovino for additional services and reimbursable expenses associated with the design of the New Public Library at 10 Rooney Circle be approved.

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

Susan McCartney, Council President

Adopted: February 15, 2022

I certify funds available in Account No.:

\$9,050.00

John O. Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

36-22

ROBERT D. PARISI
Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: llepore@westorange.org

LEONARD R. LEPORE
Director/Municipal Engineer

February 9, 2022

CHANGE ORDER NO. 1
WEST ORANGE PUBLIC LIBRARY DESIGN
10 ROONEY CIRCLE

ARCHITECT: ARCARI IOVINO
ONE KATHERINE STREET
LITTLE FERRY, NJ 07643

ORIGINAL CONTRACT AMOUNT \$318,000.00
RESOLUTION NO. 134-21 DATED: June 22, 2021

1. Additional Services	
Renderings, Library Interior	\$2,550.00
Consultant, Stonefield	
Engineering, Utility Line Location	\$5,500.00
2. Reimbursable Expenses	
Allowance	\$1,000.00
Total	\$9,050.00

The sum of \$9,050.00 is added to the awarded contract amount of \$318,000 bringing the new contract amount to \$327,050.

Authorized by Resolution No. 36 -22, dated February 15, 2022.

Approved:

Arcari -Iovino

Date

Township of West Orange

Date

RESOLUTION

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

WHEREAS, this contract was bid as a unit price contract with 43 different items with an estimated quantity for each item; and

WHEREAS, the work under this contract included street improvements consisting predominately of curb, sidewalk, driveway aprons, drainage and pavement milling and pavement resurfacing to Municipal Streets; and

WHEREAS, the Municipal Engineer desired to extend the limits of this project to include four additional streets including Edgewood Avenue which was damaged by Hurricane Ida in three Change Orders of which the latter for Edgewood Avenue was an Emergency Change Order and authorized by Resolutions of the Township Council as follows:

Change Order No 1; 216,000.00;
Ellis Street and Redwood Avenue
Resolution No. 183.21 dated July 13, 2021.

Change Order No. 2; \$162,000.00
Skyline Drive
Resolution No. 263-21 dated October 12, 2021

Emergency Change Order No. 3; \$345,750.00
Edgewood Avenue (Damaged by Hurricane Ida)
Resolution No. 277-21 dated November 9, 2021

WHEREAS, the three Change Orders total \$723,750.00 bringing the adjusted contract price to \$2,815,516.75 or a 34.60 percent increase in the original contract amount; and

WHEREAS, unit price-based contracts are awarded on estimated quantities that require a “true-up” calculation to actual quantities as part of an as-built reconciliation; and

WHEREAS, the contract was completed in December 2021 and an accounting of all the quantities for all the various items of construction including fuel price and asphalt price adjustments brought the final as built contract construction cost to \$2,943,550.20 or an increase of \$128,033.45 and

WHEREAS, this final contract cost does not represent an increase in the scope of the project authorized by the original contract award and Change Orders No. 1, No. 2 and No. 3, but the final as built quantities for each of street in the original contract and those added by each of the three Change Orders; and

WHEREAS, the Contractor, Cifelli and Son General Contracting is entitled to payment for the final contract cost of \$2,943,550.20 which represents the quantity of work performed by them on the streets in the original contract and those added by Change Orders; and

WHEREAS, the Municipal Engineer reviewed all the work performed by Cifelli and Son General Contracting and he has confirmed the final cost of \$2,943,550.20; and

WHEREAS, the Municipal Engineer desires to pay the contractor for the final cost less all previous payments; and

WHEREAS, to finalize and close this contract which reflects final as built quantities, additional funds in the amount of \$128,033.45 must be authorized by the Township Council; and

WHEREAS, sufficient funds exist to allow for payment based on the final As Built quantities; and

WHEREAS, the Township Council concur is the foregoing

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an additional appropriation of \$128,033.45 be authorized for the contract Street Improvements 2020 Phase II with Cifelli and Son General Contracting bringing the final contract cost to \$2,943,550.20

which reflects as built quantities to all the bid items of work authorized in the original contract and Change Order No. 1, Change Order No. 2 and Change Order No. 3.

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

Susan McCartney, Council President

Adopted: February 15, 2022

I certify funds available in Account No.:

\$128,033.45

John O. Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

37-22

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

February 7, 2022

FINAL AS BUILT QUANTITY ACCOUNTING

PROJECT: STREET IMPROVEMENTS, 2020 PHASE II

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

Original Contract Amount	\$2,091,766.75
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Change Order No. 1	\$ 216,000.00
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Change Order No. 2	\$ 162,000.00
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Change Order No. 3	\$ 345,750.00
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Adjusted Contract Amount Through Change Order No. 3	\$2,815,516.75
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Percent Increase in Contract	34.60%
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Final As Built Quantity Accounting (increase)	
Asphalt price adjustment	
Fuel price adjustment	\$128,033.45
As Built Quantities	

Adjusted Contract Amount Through Final As Built Quantity Accounting	\$2,943,550.20
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Reason for Increase
As built quantities and asphalt price and fuel price adjustments

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

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

-22 dated

,2022 of the West

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 ~~of \$500~~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.

(1)(2) No Licensed Cannabis Entity shall be located within one hundred feet (100') from the property line of any property with a school building owned and operated by the West Orange Board of Education.

(2)(3) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.

(3)(4) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.

(4)(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.

(5)(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.

(6)(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

**CINDY MATUTE BROWN,
COUNCIL PRESIDENT**

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

INTRODUCED:

ADOPTED:

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.

AN ORDINANCE AMENDING CHAPTER 4, SECTION 1.1 AND SECTION 1.7 AND ESTABLISHING SECTION 1.8 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

(ILLEGAL DUMPING)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY, in the county of Essex and State of New Jersey that Chapter 4 Section 1 of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented 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 Litter and Hazardous Waste to (i) amend the Definitions to include additional terms that fall within the scope of litter and hazardous waste and (ii) establish a subsection on illegal dumping to prevent the disposal of trash generated at one location and disposed of at another location without legal permission. Such addition promotes and protects the environment and the public health, safety and welfare of the township as of the effective date of the enactment of this chapter.

II. CHAPTER 4, SECTION 1.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

4-1.1 Definitions.

As used in this section:

Garbage shall mean putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Hazardous Waste shall mean (a) any material or substance that, by reason of its composition or characteristics, is either (i) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C 6901 et seq. as replaced, amended or supplemented, or any laws of similar purpose or effect, and such rules or regulations promulgated thereunder, or (ii) special nuclear or by-product materials within the Atomic Energy Act or effect, and such rules or regulations promulgated thereunder; or (b) other materials which the New Jersey Department of Environmental Protection or the United States Environmental Protection Agency or any governmental body shall determine from time to time is harmful, toxic or dangerous or otherwise ineligible for disposal at the selected facility.

Litter shall mean any used or unconsumed substance or waste material which has been discarded, whether made of aluminum, glass, plastic, rubber, paper, or other natural or synthetic material, or any combination thereof, including, but not limited to, any bottle, jar or can, or any top, cap or detachable tab of any bottle, jar or can, any unlit cigarette, cigar, match or any

flaming or glowing material or any garbage, trash, refuse, debris, rubbish, grass clippings or other lawn or garden waste, newspapers, magazines, glass, metal plastic or paper containers or other packaging or construction material generated by a pedestrian, passerby or customer as a result of consuming in a public area, opening a product which produces wrappers or packaging, disposal of products and similar waste. Litter also includes sidewalk and street sweepings.

Litter Receptacle shall mean any container designated for the depositing of litter.

Public Place is any and all streets, boulevards, alleys, beaches or public ways, and any and all public parks, squares, spaces, docks, grounds and buildings.

Recyclable Materials shall mean those materials which would otherwise become nonhazardous solid waste and which may be collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products as defined within the West Orange Municipal Code.

Refuse shall mean all putrescible and nonputrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles and solid market and industrial wastes.

Rubbish shall mean nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as papers, wrappings, cigarettes, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery and similar items.

Solid Waste shall be defined as set forth in N.J.A.C. 7:26-1.6 or any successor or amendment under applicable State law and shall include each Solid Waste Type as defined in N.J.A.C. 7:26-2.13(g) or any amendments thereto.

Vehicle shall mean every vehicle in, upon or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

III. CHAPTER 4, SECTION 1.7 SHALL BE AND IS HEREBY AMENDED AND ESTABLISHED TO INCORPORATE THE FOLLOWING:

4-1.7 Penalties

- ~~a. — Anyone found guilty of violating any provision of this section shall, for each and every violation, be liable, upon conviction, to a fine in the minimum amount of \$100 and shall and shall also be liable to the maximum penalty stated in Chapter 1, Section 1-5.~~

4-1.7 Illegal Dumping and Litter Prohibited

- a. It shall be unlawful for any person to transport or dispose of solid waste in excess of 0.148 cubic yards or 30 U.S. gallons of liquids to or at disposal sites, which are not authorized by the New Jersey Department of Environmental Protection to accept solid waste.

- b.** It shall be unlawful for any person to discard or dump along any street or road, on or off any right-of-way, litter receptacle, any household or commercial property, liter, solid waste, rubbish, refuse, recyclable materials, hazardous waste, vehicle or vehicle parts, furniture or private property in any place not specifically designated for the purpose of solid waste storage or disposal.
- c.** No person who owns any property in the Township or who is in possession of the property, or who is in control of the property shall allow or permit any person or entity to dump any solid waste, rubbish, refuse, or other material defined in this section upon the property.
- d.** In addition to the penalties set forth in Section 1.8, any person or entity who violates this Section and refuses or neglects to abate or remedy the condition complained of within 10 days after receipt of notice, shall be liable for all costs and reimburse the Township of West Orange for all expenses related to abating the violation.

IV. CHAPTER 4, SECTION 1.8 SHALL BE AND HEREBY IS ESTABLISHED TO INCORPORATE THE FOLLOWING:

4-1.8 Penalties

- a.** Anyone found guilty of violating any provision of this section shall, for each and every violation, be liable, upon conviction, to a fine in the minimum amount of \$100 and shall also be liable to the maximum penalty stated in Chapter 1, Section 1-5.

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.

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

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

INTRODUCED: February 1, 2022

ADOPTED: February 15, 2022

Legislative History

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing Litter and Hazardous Waste to (i) amend the Definitions to include additional terms that fall within the scope of litter and hazardous waste and (ii) establish a subsection on illegal dumping to prevent the disposal of trash generated at one location and disposed of at another location without legal permission. Such addition promotes and protects the environment and the public health, safety and welfare of the township as of the effective date of the enactment of this chapter.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 15.3.c. OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(SIGNAGE FOR BUSINESSES WITH DRIVE-UP WINDOWS)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 25 of the Revised General Ordinances of the
Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to update the provision of the Municipal Code of the
Township of West Orange governing permitted signs to allow reasonable signage for businesses
with drive-up windows.

**II. CHAPTER 25, SECTION 15.3.c. SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

NOTE: additions to the existing ordinance are shown in **bold underline**, deletions in
~~strikethrough~~

§ 25-15.3 Allowed Signage.

- a. Signs whose subject matter relates exclusively to the premises on which they are located, or
to products, accommodations or activities on those premises shall be allowed.
- b. Signs in Residential Zones. Within these zones, no sign shall be erected or maintained, in
whole or in part, unless it complies with the following limitations and regulations:
 1. No more than one permanent sign per lot shall be permitted for each use or activity
permitted in this zone, unless otherwise specified herein.
 2. A nameplate, situated within the property lines and not exceeding one square foot in area,
shall be permitted.
 3. A single nonilluminated temporary sign advertising the sale or rental of the premises
upon which it is located is permitted provided it shall not exceed six square feet in area
and provided that it is maintained in good condition and removed not more than three
days after consummation of a lease or sales transaction.
 4. Temporary signs announcing or advertising any educational, charitable, civic,
professional, religious or like campaign or event, for a consecutive period not to exceed
thirty days, in any calendar year, are permitted providing they do not exceed four square
feet in size.
 5. Nonilluminated temporary signs on new construction sites not exceeding 12 square feet
in total area are permitted provided they shall be removed within seven days after

completion of the construction work. Signs advertising major subdivisions that have received preliminary plot approval by the Planning Board shall not exceed two in number, shall not exceed a combined total of 80 square feet in area, and shall be removed within 90 days after completion of the construction work.

6. Signs identifying a permitted professional office or home occupation shall bear only the name of the person residing on the premises, the profession or home occupation being conducted on the premises, shall not be neon or electric, shall be situated within the property lines of the premises it identifies and shall not exceed two square feet in area.
 7. One project identification sign on each side of a multi-family development which has frontage on a public street and which may bear only the name of the project, the address, and the presence or lack of vacant units. Such signs shall not exceed 50 square feet in area on either side and six feet in height, and shall be situated not closer than 40 feet to any street or property line but shall not be attached to any building.
 8. Temporary signs announcing any political campaign or event or supporting any candidate running for election for a consecutive period not to exceed 30 days prior to the election or event. If any political campaign or election results in a "run-off" election, then such temporary signs may remain at their location until the date of the run-off elections. All such signs must be removed no later than two days after the election or "run-off" election. No such sign may exceed four square feet in size. The limitations of this subsection shall not apply to any location or structure designated by the candidate as his/her campaign headquarters; provided, however, that a candidate may designate only one location as the campaign headquarters.
- c. Signs in Business Zones. Within these zones, no signs shall be erected or altered in whole or in part unless it complies with the following regulations:
1. In the Main Street/Neighborhood Business Zones, (all OB-1, OB-2, and B-1 Zones) none other than the following signs shall be permitted:
 - (a) Those signs permitted in residential zoned areas.
 - (b) Facade Signs.
 - (1) Each commercial use may have a combined sign area limited to a size of 1.5 square feet of sign area for each one foot of the width of the building, including window and door area, up to a maximum of 200 square feet for each facade fronting a street, sidewalk, or parking area. For example, a business with 20 linear feet of street frontage would allow 30 square feet of allowable signage. The maximum height of any facade sign shall be two feet.
 - (2) Sign area not utilized on one facade may not be transferred to another facade.
 - (3) Persons may use a combination of the following sign types to obtain the combined sign area: awning, canopy, marquee, projecting, window or wall signs.
 - (4) Permanent window signs shall not occupy more than 25% of the total area of the window in which displayed, including the windows of glazed doors.

- (5) Temporary window signs shall not occupy more than 25% of the total window area in which displayed. Temporary window signs must be removed within two days after the close of the sale or special event that they advertise and in no event may be displayed for more than 30 days. Accordingly, all temporary window signs must have a removal date indicated on their back side.
- (6) Except as permitted by Subsection 25-15.3c(1)(f), any temporary sign or other advertising material shall be removed within two days after the expiration of the event, sale or special event and in no event may be displayed for more than 30 days, whichever shall have occurred sooner. "Grand Opening" signs may be displayed for no more than 14 days.

(c) Sidewalk Signs.

- (1) Use of sidewalk signs, commonly known as "sandwich" style signs, in these zones shall be limited to businesses that do not exceed 3,000 square feet of gross floor area.
- (2) The sign shall be limited to seven square feet, and shall not be taller than four feet.
- (3) The sign shall only be permitted when the business is open and shall be stored inside the business at all other times.
- (4) The placement of the sign shall not obstruct pedestrian or vehicular traffic or visibility.
- (5) The sign shall be secured in a fashion so that it will not move during a change in weather conditions.
- (6) A sketch of the sign with all dimensions as well as the dimensions, width and height, of the building, shall be submitted to the Township Zoning Officer for approval. Approval shall be deemed granted if no action is taken by the Director of Planning, Zoning Official or their designee within 10 business days of submission.
- (7) A sidewalk sign may only be erected upon the granting of final approval of the Township Zoning Officer and upon the payment of a fee of \$10.

(d) Signs required by law to be exhibited by the occupants of the premises.

- (e) No sign, except such direction devices as may be required by the Federal Aviation Administration, shall be placed, inscribed, or supported upon the roof or upon any structure in such a fashion as will cause the sign to extend above the roof of any building by more than 10 feet.
- (f) A single nonilluminated temporary sign advertising the prospective or complete sale or rental of the premises upon which it is located shall not exceed 25 square feet in area or 15% of the facade of the building on which the sign is located, whichever is less, and shall not remain on the premises for more than 180 days. One extension shall be permitted for an additional period of not more than 180 days. No sign permitted in accordance with this subsection shall be permitted beyond 360 days.

- (g) Freestanding or Monument Signs. One freestanding or monument sign shall be permitted on a property with a minimum lot frontage of 100 feet, in accordance with the following:

Location	Front yard only
Minimum Setbacks	5 feet from front property line, 15 feet from side property line
Maximum Area	35 square feet
Height	Minimum of 2 feet and maximum of 8 feet above the ground
Maximum Width	6 feet (including supporting structure)

(h) Businesses with drive-up windows shall be permitted signage in accordance with the regulations of Subsection 25-15.3g.

2. In Business/Office Zones (B-2, P-C, and O-R Zones), none other than the following signs shall be permitted:
- (a) Those signs permitted in this section.
 - (b) Each permitted use or unit of occupancy may have a sign located on, or attached to, the principal facade of the use. Such sign shall not project more than one-foot beyond the building line, and shall not exceed an area equal to 15% of the front wall area, including window and door area on which, or in front of which, they are displayed, or 120 square feet, whichever is less.
 - (c) No sign, except such direction devices as may be required by the Federal Aviation Administration, shall be placed, inscribed, or supported upon the roof.
 - (d) Freestanding or Monument Signs. One freestanding or monument sign shall be permitted on a property with a minimum lot frontage of 100 feet, in accordance with the following:

	Freestanding	Monument	Shopping Center
Location	Front yard only	Front yard only	Front yard only
Minimum Setbacks	10 feet from front property line, 25 feet from side property line	10 feet from front property line, 25 feet from side property line	50 feet from front or side property line
Maximum Area	50 square feet	50 square feet	150 square feet
Height	Minimum of 8 feet and maximum of 16 feet above the ground	Minimum of 2 feet and maximum of 8 feet above the ground	Maximum of 20 feet above the ground
Maximum Width	6 feet (including supporting structure)	6 feet (including supporting structure)	15 feet (including supporting structure)

(e) Signs required by law to be exhibited by the occupants of the premises.

(f) A single nonilluminated temporary sign advertising the prospective or completed sale or rental of the premises upon which it is located shall not exceed 25 square feet in area or 15% of the facade of the building on which the sign is located, whichever is less, and shall not remain on the premises for more than 180 days. One extension shall be permitted for an additional period of not more than 180 days. No sign permitted in accordance with this subsection shall be permitted beyond 360 days.

(g) In the B-2 Zone only, sidewalk signs in accordance with the regulations of Subsection 25-15.3c, 1(c).

(h) Businesses with drive-up windows shall be permitted signage in accordance with the regulations of Subsection 25-15.3g.

d. Signs in Industrial Zones. Within these zones, no sign shall be erected or altered in whole or in part unless it complies with the following regulations:

In Industrial Zones, none other than the following signs shall be permitted:

1. Those signs permitted by this subsection.
2. Each main building in an industrial park or center may have one monument sign that shall comply with the following:

Location	Front yard only
Minimum Setbacks	10 feet from front property line, 25 feet from side property line
Maximum Area	40 square feet
Height	Minimum of 2 feet and maximum of 10 feet above the ground
Maximum Width	6 feet (including supporting structure)

3. A single nonilluminated temporary sign advertising the prospective or completed sale or rental of the premises upon which it is located shall not exceed 25 square feet in area or 15% of the facade of the building on which the sign is located.
- e. Motor Vehicle Fueling Stations. Motor vehicle fueling stations may display the following special signs which are deemed customary and necessary to their relative businesses:
1. One freestanding or pylon sign advertising the name of the station or the principal products sold on the premises, including any special company or brand-name insignia or emblem, provided that the sign shall not exceed 35 square feet in area on each side. The portion of the sign showing pricing information required by State law shall be considered a permitted changeable copy sign, which shall be limited to such pricing information and shall not include any other information.
 2. The height of the sign shall not exceed 25 feet and the bottom of the sign shall not be less than eight feet above the ground.
 3. The location of the sign shall not be closer to the front street property line than 1/2 the setback required for the principal building.
- f. Signs in PURD and Cluster Zones. Monument signs in any PURD and Cluster Zoning District shall be permitted for identification purposes only, provided such signs meet the following conditions as determined by the Construction Official or Zoning Officer.
1. Such sign shall be set back at least 25 feet from the right-of-way line of the abutting street, road or highway.
 2. Such sign shall not exceed six feet in height including its supporting members.
 3. The maximum number of signs which shall be visible and abutting the main thoroughfare shall be two in number.
 4. The total square foot area of any such sign shall not exceed 32 square feet as measured in accordance with Subsection 25-15.5e.
 5. No such signs shall be flashing nor shall they use any interior lighting. Indirect light shall be from an exterior source.
 6. Nonillumination directional signs, not exceeding four square feet, shall be permitted in these zones as well as a sign on the face of any building housing community facilities provided same does not exceed 20 square feet.

g. Drive-up windows. Businesses with drive-up windows may display the following special signs which are deemed customary and necessary to their relative businesses, in addition to any other signs otherwise permitted:

1. A maximum of two directional signs per drive-through lane, with a maximum sign area of three square feet per sign and a maximum height above grade of four feet.
2. A maximum of two menu board signs per drive-through lane, with a maximum sign area of 24 square feet per sign and a maximum height above grade of seven feet. The portion of the sign showing pricing information shall be considered a permitted changeable copy sign.
3. One digital order board per drive-through lane, with a maximum sign area of three square feet and a maximum height above grade of four feet. This sign shall be considered a permitted changeable copy sign.
4. One vehicle height clearance bar per drive-through lane.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

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

INTRODUCED: _____, 2022

ADOPTED: _____, 2022