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Documents:

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2. Public Meeting Agenda

Documents:

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3. Resolution(S)

3.I. 234-22

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[234-22 RESOLUTION AUTHORIZING EXECUTION OF AWARD
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[234-22 GRANT AGREEMENT - TD.PDF](#)

3.II. 235-22

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[236-22 RESOLUTION AUTHORIZING SUBORDINATION OF MORTGAGE RE
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239-22 CHAPTER 159 RESOLUTION - COVID-19 VACCINATION
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241-22 - CHANGE ORD. NO. 3 - WO LIBRARY 10 ROONEY CIRCLE.PDF
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3.X. 243-22

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243-22 RAFFLE LICENSES 9.20.22.PDF

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2021 PHASE 1.PDF

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[246-22 RESOLUTION - AWARD OF BID 2022-2023 SNOW PLOWING
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[249-22 RESOLUTION OF LOCAL SUPPORT OF PROPOSED CANNABIS
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[250-22 AUTHORIZING RETENTION OF ARCARI AND IOVINO TO PERFORM
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[251-22 AUTHORIZING SENS \(SEVERANCE LIABILITIES\) - WEST ORANGE
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4. Ordinance(S) On Second And Final Reading

4.I. 2695-22

Documents:

[2695-22 SALARY STEP GUIDE \(VERSION 2022-09-6\).PDF](#)

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[2696-22 - SPECIAL EMERGENCY ORDINANCE \(950,000 - SEVERANCE LIABILITIES\).PDF](#)

5. Ordinance(S) On First Reading

5.I. 2697-22

Documents:

[2697-22 PARKING ZONE ORDINANCE PARKING LIMITED TIME TORY CORNER 9-15-2022.PDF](#)

6. ABC Hearing

6.I. 703-22

Documents:

[703-22 ABC-PERSON TO PERSON - PLACE TO PLACE - AMI WO LLC TO MOUNTAIN SOCIETY LLC 9.20.22.PDF](#)

Township of West Orange-REVISED
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, September 20, 2022
Meeting No. 16

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

- **Promotion of FF John Casiero to the rank of Fire Captain**
- **Proclamation: Friendly Sons of the Shillelagh Club**
- **West Orange PAL 14U USABL Summer Travel Baseball Team Metro League Champs**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
September 20, 2022 – Meeting No. 16**

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 – September 6, 2022 Public Meeting**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 234-22 Resolution Authorizing the Execution of the 2022 TD Tree Days Planting Award Agreement in Connection with the TD Tree Days for Tree Planting Grant (Lepore)**
 - b. 235-22 Resolution Authorizing Corrective Action Plan for Township of West Orange Sick and Vacation Leave Policies (Gross)**
 - c. 236-22 Resolution Authorizing Subordination of Mortgage for Property at 71 Lindsley Avenue (Legal-Moon)**
 - d. 237-22 Resolution Authorizing the Submission of an Application to the NJ Department of Transportation's: Transportation Alternatives Set Aside Program 2023 for the Washington Street Corridor Improvement Project: Phase II (M. Ludwinski)**
 - e. 238-22 Resolution Awarding a Contract to T Slack Environmental Services, 180 Market Street, Kenilworth, NJ 07033, for the Removal of the UST of the 2,000-Gallon Diesel Tank, in the Amount of \$16,474.00 for Services at the Township's Cherry Lane Pump Station (Lepore)**
 - f. 239-22 Resolution Requesting Approval of Items of Revenue and Appropriation NJS 40A:4-87 – Covid 19 Vaccination Supplemental \$50,000. (Prochilo)**
 - g. 240-22 Resolution Requesting Approval of Items of Revenue and Appropriation NJS 40A:4-87 – Strengthening Local Public Health Capacity Program (Prochilo)**

- h. 241-22** Resolution Authorizing Change Order No. 3 for the New W.O. Public Library, 10 Rooney Circle with H&S Construction and Mechanical, Inc. in the Amount of \$14,013.60 to Replace Approximately 600 Square Feet of Drywall and Framing Where Mold Remediation by Others Occurred (Lepore)
- i. 242-22** Resolution Authorizing a Professional Services Agreement to PS&S, 3 Mountainview Road, Warren, NJ 07059 for Professional Engineering Services Associated with Ginny Duenkel Main Pool Underwater Lighting Improvements, in the amount of \$11,800.00 (Lepore)
- j. 243-22** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- k. 244-22** Resolution Authorizing a Contract with Cifelli & Son General Construction, Inc., 4 Coppola Street, Nutley, New Jersey 07110, for the Project Road Reconstruction Kingsley Street, in the amount of \$280,518.25 (Lepore)
- l. 245-22** Resolution Authorizing Change Order No. 1 for the 2021 Street Improvements Project Phase I with Reggio Construction Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the amount of \$307,623.00.00 (Lepore)
- m. 246-22** Resolution Authorizing a Contract for plowing and salting routes to American Asphalt and Trucking, LLC, 818 Summer Avenue, Newark, NJ as per Schedule A and Downes Tree Service, Inc., 65 Royal Avenue, Hawthorne, NJ as per Schedule A and that the bid includes Equipment Upon Request for Plowing and Removal, Loading and Hauling, and that be Awarded to American Asphalt and Trucking, LLC, Downes Tree Service, Inc. and Grabowski Construction, Inc. as per Schedule A (Lepore)
- n. 247-22** Resolution Authorizing Change Order No. 4 in the amount of \$8,245.39 for the upper-level water cooler and Change Order No. 5 in the amount of \$8,800.01 for the lower-level water cooler for the New W.O. Public Library, 10 Rooney Circle with H&S Construction and Mechanical, Inc. (Lepore)
- o. 248-22** Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations Specifically Downtown Redevelopment
- p. 249-22** Resolution Expressing Local Support for the Proposed Location for a Cannabis Cultivation Business at 82 Ashland for Applicant Yerrr Canna, LLC Consistent with the Recommendation from the West Orange Cannabis Business Advisory Taskforce (Legal-Moon)
- q. 250-22** Resolution Authorizing Retention of Arcari & Iovino, One Katherine Street in Little Ferry, New Jersey to Perform Evaluation of Existing Systems at 10 Rooney Circle for a Flat Fee of \$15,000. (Legal-Moon)
- r. 251-22** Resolution Of The Township Of West Orange, In The County Of Essex, State Of New Jersey Providing For The Issuance Of Special Emergency Notes In An Amount Not To Exceed \$950,000 To Fund Contractually Required Severance Liabilities Resulting From The Retirement Of Employees In The Township (Gross)

9. Ordinances on Second and Final Reading

- a. 2695-22** An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing the Employee's Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel (Gross)
- b. 2696-22** An Ordinance Providing For A Special Emergency Appropriation In An Amount Not To Exceed \$950,000.00 To Fund Contractually Required Severance Liabilities Resulting From The Retirement Of Employees In The Township (Gross)

10. Ordinances on First Reading

- c. **2697-22** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-14.3 Parking Time Limited on Certain Streets During Certain Hours of Certain Days, of the Revised General Ordinances of the Township of West Orange (Lepore)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **703-22** Resolution Authorizing a Person To Person and Place To Place Transfer of Plenary Distribution License 0722-44-027-005 from AMI West Orange, LLC to Mountain Society, LLC, 161 Main Street, West Orange, NJ 07052 (Clerk)

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

Next Meeting Date(s): October 11, 2022

ZOOM INSTRUCTIONS:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89067335122?pwd=OHhPNlNXNjYvSFNYMUtpcXJKbDZKUT09>

Passcode: 397063

Or One tap mobile :

US: +16469313860,,89067335122#,,,,*397063# or +19292056099,,89067335122#,,,,*397063#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 or +1 669 444 9171 or +1 669 900 6833 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 386 347 5053 or +1 564 217 2000

Webinar ID: 890 6733 5122

Passcode: 397063

International numbers available: <https://us06web.zoom.us/j/89067335122?pwd=OHhPNlNXNjYvSFNYMUtpcXJKbDZKUT09>

RESOLUTION

WHEREAS, on May 31, 2022, the Township submitted a grant application for 2022 TD Tree Days for tree planting at three suburban streets; and

WHEREAS, the Township was awarded the grant in the amount of \$11,900.00, and

WHEREAS, the trees will be planted along the curb lines of Whittlesey Avenue, Watson Avenue and High Street; and

WHEREAS, approximately 50 shade trees will be planted mostly on the right of way of High Street; and

WHEREAS, the Arbor Day Foundation agreement for the 2022 TD Tree Days Planting Award agreement dated August 29, 2022 annexed hereto as Exhibit “A”, to memorialize the terms of the agreement; and

WHEREAS, the Township Council, having reviewed the Arbor Day Foundation 2022 TD Tree Days Planting Award Agreement and authorize the execution and delivery of the same.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange, New Jersey the execution of the 2022 TD Tree Days Planting Award Agreement in connection with the TD Tree Days for tree planting grant be executed by Mayor Robert D. Parisi and attested by Municipal Clerk Karen J. Carnevale.

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

Susan McCartney
Council President

Adopted: September 20, 2022



2022 TD Tree Days Planting Award Agreement

DATE: August 29, 2022

AWARDEE: Township of West Orange

AWARD AMOUNT: \$11,900.00

PROJECT LOCATION: Whittlesey Avenue, Watson Avenue, High Street; West Orange, NJ

EVENT DATE: 10/20/2022 (9am-12pm)

The Arbor Day Foundation (hereafter called ADF), and TD Bank have jointly awarded a TD Tree Days Tree planting award to Township of West Orange (hereafter called Awardee). This Award Agreement delineates the terms and conditions of this award.

In order to receive your award, complete this Award Agreement. Please sign, scan, and email this Award Agreement back to ADF. Payment to Awardee is contingent on ADF receiving an original signed Agreement, a completed W-9, proof of insurance, and Awardee's compliance with the terms of this Agreement. Your signature on this Agreement acknowledges your acceptance of all terms included in this Award.

TERMS

ADF and Awardee may modify the description, terms, and/or timeline of the project upon request of Awardee and at the discretion of ADF and TD Bank. In addition, if TD Bank decides to postpone or reschedule the timeline for the award, project and/or Event Date with ADF for any reason, ADF may similarly postpone or reschedule the timeline for such award, project and/or Event Date hereunder with Awardee without liability. ADF may, upon written notification, cancel this Award Agreement in the event the Awardee has failed to comply with the description, terms, and/or timeline of the project as described in this Award Agreement.

Awardee agrees to notify ADF of any organizational changes occurring during the term of this award, including, but not limited to, changes in key personnel, address or other contact information, and/or changes in tax classification under the U.S. Internal Revenue Code.

Awardee certifies that it owns the Project site or has legal authorization to utilize the site for the Project described in the Award application submitted by Awardee.

Awardee certifies that it maintains general liability insurance from an insurance company acceptable to ADF that is lawfully authorized to issue insurance in the jurisdiction where the Project site is located as will protect Awardee from claims that may arise out of or result from any business conducted by Awardee, any property that Awardee owns, other services that Awardee may provide or any other actions of Awardee necessary to complete the Project. This general liability insurance will include

products and completed operations coverage, with limits of \$1,000,000 per occurrence. Awardee shall also maintain workers compensation insurance with the statutory limits for the state in which the work is performed as well as employers' liability with policy limits of \$500,000 each accident. Certificates of insurance together with copies of the endorsements naming ADF as an additional insured shall be delivered to ADF prior to Awardee's commencement of the Project and from time to time upon request of ADF. Any such policy maintained by Awardee will provide that it may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to ADF.

Awardee agrees to use ADF's template photo, video, intellectual property, and liability waiver and provide scanned copies post-event of all signed releases. Copy of waiver subject to change due to liability requirements designated by ADF.

Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

The undersigned declares that Awardee operates in accordance with ADF's nondiscrimination policy and does not discriminate against any person or group on the basis of age, political affiliation, race, national origin, ethnicity, disability, sexual orientation, or religious belief.

Significant changes to the funded Project generally will not be approved. If minor changes become necessary, they must be requested in advance and receive approval from ADF. Awardee will notify ADF immediately in the event that any of the following occur:

- The Awardee is unable to use any portion of the Award funds for the intended purposes
- The Awardee is unable to comply with any of the terms of this Agreement
- Any Award funds are used in a manner inconsistent with the terms of this Agreement

ADF reserves the right, in its sole discretion:

- To withhold any payments provided for under this Award, to recover from the Awardee any unexpended Award funds, and, if the terms of this Agreement are violated by Awardee, to require restitution by the Awardee of any previously expended Award funds
- To require the Awardee to take reasonable precautions to prevent any diversion of Award funds
- To withhold any applicable taxes from any Award payments

This Agreement shall bind and inure to the benefit of the parties and their successors, but otherwise shall not be assignable by any party or transferable by operation of law or otherwise.

Awardee shall indemnify, defend and hold harmless ADF and TD Bank, as well as their respective trustees, directors, officers, employees, agents, successors and assigns (collectively, "Indemnified Parties"), from and against any and all claims, liabilities, losses, judgments, damages or expenses and charges of any kind or nature including interest, reasonable attorneys' fees and other costs, expenses and charges which any of the Indemnified Parties may at any time incur, sustain, or become subject to

by reason of any third party claim, action, suit, demand or investigation arising out of (a) Awardee's acts or omissions related to the Project or the use of the Award Funds as well as the acts or omissions of any person claiming under Awardee; and (b) any breach, violation or nonperformance by Awardee or any person claiming under Awardee of any term, covenant or provision of this Award Agreement or any law, ordinance or governmental requirement of any kind.

FINANCIALS

ADF will disburse the Award funds in two payments. The first payment of \$9,520.00 will be disbursed upon the return of an original signed Award Agreement, a completed W-9 form, and proof of insurance listing the Arbor Day Foundation as an additional insured. A final payment of \$2,380.00 will be disbursed upon satisfactory completion of the project and receipt of a final project report. Funds paid to Awardee, shall be used exclusively for the TD Tree Days Tree Planting Project.

This award is made for use until December 31, 2022. Awardee shall maintain records of expenditures of Award funds and make books, records, and personnel available to ADF and its agents as appropriate. Awardee agrees to cooperate with ADF with regard to any such monitoring or evaluation.

Award funds and any interest earned thereon shall not be used:

- A. To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"));
- B. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
- C. To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
- D. No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursements or expenditures of the Award by Awardee shall cease if (i) any of the facts contained in Awardee's award proposal cease to be correct and accurate; (ii) if Awardee fails to perform any of the requirements of this Agreement; or (iii) TD Bank notifies ADF of its decision to indefinitely postpone the award, project and/or Event Date. In such event, Awardee shall immediately return any unexpended portion of the Award to ADF, and ADF shall have no obligation to disburse any additional amounts payable under the Award, regardless of any claimed adverse effect on the programs or operations of the Awardee.

EXECUTION

During the award period, the Awardee will achieve the following outcomes with regards to your TD Tree Days Planting Project:

- A. Develop and adhere to a project timeline, culminating in a planting on 10/20/2022.
- B. Provide regular updates for communication with ADF staff and partners as applicable
- C. Plant and maintain a minimum of 34 trees.
- D. Obtain all necessary permits and permissions for the Project, including securing and long-term space maintenance plans, insurance and legal land use zoning and permits.
- E. Manage and educate approximately 30 volunteers on tree planting, care, and maintenance best practices
- F. Allow for participation by TD Bank employees in the planting event.

- G. Provide or ensure two years of maintenance and care for trees, to ensure healthy establishment
- H. Promote the event using media in the local area in coordination with ADF and TD Bank to recognize TD Bank and other applicable partners
- I. Complete a Final Project Report including high quality event photos, video submissions utilizing Cinebody (a free app that ADF will detail and provide user instructions), and impact stories, **no later than 10 business days post-event**. The final report will be distributed prior to the completion of your event.
- J. Meet all covenants and metrics as outlined in the Awardee's TD Tree Days Tree Planting Project proposal to be superseded by this Agreement should any discrepancies present.

During the award period, ADF will:

- A. Distribute TD Bank "Award Funds" to Awardee as outlined in financial section above.
- B. Provide a Final Project Report in advance of the report due date

PROMOTION

All marketing drafts must be received by ADF at least 5 weeks before the event date to allow for adequate review, approval, and distribution timelines. ADF requires that Awardee include the name and logo of ADF and TD Bank on all project-related promotional materials. All logos will be supplied to Awardee in a useable format. Awardee shall not assign or distribute the ADF or TD Bank logos for any reason other than promotion of this award project. Awardee agrees not to alter either the ADF or TD Bank logos in any way including color, fonts, ratio dimensions, background, and/or layout.

Awardee hereby authorizes Arbor Day to include its trademarks in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Awardee which shall not be unreasonably withheld. ADF hereby authorizes Awardee to use ADF's trademarks (the "Arbor Day Marks") solely in connection with this Agreement, subject to prior review and approval. Except as otherwise expressly permitted hereby, neither party shall use the other party's Marks without the prior express written consent of such party.

Public announcements of the Award may be made by the Awardee, ADF, or TD Bank. Any related press release, media alert, website posting, or other public announcements about the Program or the Award must acknowledge that the Awardee is a "proud partner of the Arbor Day Foundation," and that the Program is "made possible by partnership with the Arbor Day Foundation and TD Bank."

ADF and TD Bank must review and approve any public announcements (fliers, original press releases, e-blasts, etc.) at least two weeks prior to distribution.

IN WITNESS WHEREOF, I, the undersigned, am authorized to enter into such an Agreement and hereto have caused this Agreement to be executed as of the day and year below within.

SIGNED, SEALED AND DELIVERED

The Arbor Day Foundation

Dan Lambe
CEO, Arbor Day Foundation

Date

Agreement of Awardee:

Township of West Orange

Date

RESOLUTION

WHEREAS, the Office of the State Comptroller (the “OSC”) for the State of New Jersey initiated a review of 60 municipalities within the State of New Jersey to determine whether they have implemented the sick and vacation time payouts cost-saving measures required by the 2007 and 2010 laws enacted by the State Legislature; and

WHEREAS, during the OSC review, the OSC determined that the day-to-day practices of the Township of West Orange (the “Township”) have been fully compliant with the 2007 and 2010 laws enacted by the State Legislature; and

WHEREAS, the OSC review also revealed that there were no actual violations by the Township of the 2007 and 2010 laws enacted by the State Legislature, but the OSC did find that many collective bargaining agreements and the Township’s Policy and Procedure Manual have not been updated accordingly to reflect the 2007 and 2010 laws enacted by the State Legislature; and

WHEREAS, the OSC review also requires municipalities to provide a Corrective Action Plan (“Corrective Action Plan”) to resolve any discrepancies between municipality operations and the 2007 and 2010 laws enacted by the State Legislature.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor of the Township be authorized and instructed to engage legal counsel to review, along with the Township Business Administrator, and **Union Leaders**, all employment contracts, personnel policies, and ordinances to make recommendations to adopt and/or negotiate changes to bring such contracts, policies, and ordinances into compliance with the Township’s current practices and the 2007 and 2010 laws enacted by the State Legislature; and it is further

RESOLVED that legal counsel and the Business Administrator submit for adoption by the Township Council into the Township Police and Procedure Manual existing and proposed internal controls promoting compliance with the sick and vacation time payout cost-saving measures required by the 2007 and 2010 laws enacted by the State Legislature.

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

Susan McCartney
Council President

Adopted: September 20, 2022

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) through the Township’s Housing Rehabilitation Program has a mortgage against certain real property owned by Travis Edmead and Tamiko Edmead (collective the “Owners”) residing at 71 Lindsley Avenue, also identified as Block 72, Lot 43 on the tax map of the Township (the “Property”), in the amount of Thirty Five Thousand Dollars (\$35,000.00), which was dated September 22, 2018 and recorded in the Essex County Register’s Office on October 11, 2018 as Instrument No. 2018088011 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Lakeview Loan Servicing LLC (“Lakeview”) in the outstanding amount of One Hundred Thirty Thousand Four Hundred Forty-Four Dollars and Twenty-Three Cents (\$130,444.23) (the “First Mortgage”) with an interest rate of 4.5%; and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Lakeview in the amount of Two Hundred Thirty-Four Thousand Twenty-Five Dollars (\$234,025) with an interest rate of 5.75% (the “New Mortgage”); and

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

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

WHEREAS, the appraised value of the property is approximately \$455,000; and

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

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

execute a Subordination of Mortgage, annexed hereto as Attachment “**A**,” in favor of Lakeview with respect to the Property and the Owners; and be it further

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

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

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

Susan McCartney
Council President

Adopted: September 20, 2022

Exhibit “A”

AFTER RECORDING MAIL TO:
16000 HORIZON WAY, SUITE 200
MOUNT LAUREL, NJ 08054

Assessor's Parcel Number: BLOCK 72, LOT 43

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination Agreement, made this _____ day of _____ 20__ by **TOWNSHIP OF WEST ORANGE** (hereinafter referred to as Beneficiary), present owner and holder of the Mortgage and note first hereafter described, and **LAKEVIEW LOAN SERVICING LLC** (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, **TRAVIS AND TAMIKO EDMEAD** (hereinafter referred to as "Owner") did execute a Mortgage, to **TOWNSHIP OF WEST ORANGE** covering that certain real property described as follows:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NJ.

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF LINDSLEY AVENUE WHICH POINT IS DISTANT 310.00 FEET NORTHWESTERLY FROM THE CORNER FANNED BY THE INTERSECTION OF THE NORTHEASTERLY SIDE OF LINDSLEY AVENUE WITH THE NORTHWESTERLY LINE OF GASTON STREET, THENCE RUNNING:

(1) NORTH 65 DEGREES WEST AND ALONG THE NORTHEASTERLY SIDE OF LINDSLEY AVENUE 30.00 FEET; THENCE

(2) NORTH 25 DEGREES EAST 155.00 FEET; THENCE

(3) SOUTH 65 DEGREES EAST 30.00 FEET; THENCE

(4) SOUTH 25 DEGREES WEST 155.00 FEET TO THE NORTHEASTERLY SIDE OF LINDSLEY AVENUE THE POINT OR PLACE OF BEGINNING.

THE ABOVE DESCRIPTION DRAWN IN ACCORDANCE WITH A SURVEY PREPARED BY STEPHEN J. LOVENGUITH, DEED JUNE 11, 2003

AND more commonly known as: 71 LINDSLEY AVE, WEST ORANGE, NJ 07052

to secure a note in the sum of \$35,000.00 in favor of **TOWNSHIP OF WEST ORANGE** which Mortgage was dated 9/22/2018 and recorded on 10/11/2018, as Instrument No. 2018088011 in Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and note not to exceed the sum of \$234,025.00 dated _____, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of the Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this

waiver, relinquishment and subordination; and

- (d) An endorsement has been placed upon the note secured by the Mortgage first above-mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF LAND.

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this ____ day of _____ 20__.

TOWNSHIP OF WEST ORANGE

BY: _____

Printed Name & Title: _____

Witness Signature: _____

Witness Name (Print): _____

STATE OF

SS.

COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____ , 20____ , by _____ (name of officer or agent) as _____ , (title of officer or agent) of **TOWNSHIP OF WEST ORANGE**.

NOTARYSTAMP/SEAL

Notary public

My Commission Expires: _____

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Prepared by:

Natalie Palacios, an employee of BC LAW FIRM, P.A.
1803 S KANNER HWY
STUART, FL 34994

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION'S: TRANSPORTATION
ALTERNATIVES SET-ASIDE PROGRAM 2023 FOR THE WASHINGTON STREET
CORRIDOR IMPROVEMENT PROJECT: Phase II**

WHEREAS, the Township of West Orange, Essex County, State of New Jersey, desires to apply to the New Jersey Department of Transportation for funding under the Transportation Alternatives Set-Aside Program; and

WHEREAS, the Transportation Alternatives Set-Aside Program provides federal funds for community based “non-traditional” surface transportation projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation’s intermodal system; and

WHEREAS, the Township of West Orange has designed the Washington Street Corridor Improvement Project: Phase II to meet all criteria necessary to receive funding under the Transportation Alternatives Set-Aside Program, and to maximize accessibility of multiple modes of surface transportation within this project area in West Orange; and

WHEREAS, the Washington Street Corridor Improvement Project: Phase II will encourage alternative modes of transportation, enhance travel, improve open space and smart growth, and positively impact the quality of life for the Township's residents; and

WHEREAS, the Township of West Orange is applying for funding for a project directly related to surface transportation to improve the promotion and encouragement of pedestrian and bicycle access and safety for alternative modes of transportation for West Orange residents; and

WHEREAS, this primary activity involves land that is owned by the County of Essex, and the Township of West Orange hereby commits to maintain the Project Area once developed; and

WHEREAS, following the completion of the proposed project, the Township of West Orange certifies that it will be responsible for the continual maintenance for the useful life of the project after the construction is completed through its Department of Public Works; and

WHEREAS, the Township of West Orange will assign Leonard Lepore P.E., Municipal Engineer/Director of Public Works, to serve as the Township employee designated as the “*responsible charge*” for this project. Mr. Lepore is employed full-time by the Township of West Orange; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Township of West Orange, hereby authorize the submission of a Transportation Alternatives Set-Aside Program grant application identified as “*TA-2023-Washington Street Corridor Improvement-00037*” to the New Jersey Department of Transportation: Transportation Alternatives Set-Aside Program for the Washington Street Corridor Improvement Project: Phase II.

BE IT FURTHER RESOLVED that the Mayor, Administrator, and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of West Orange and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

**Certified as a true copy of the Resolution adopted by the Township Council
On this 20th day of September, 2022.**

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

Susan McCartney
Council President

Adopted: September 20, 2022

R E S O L U T I O N

WHEREAS, in November 10, 2021 an acoustic precision evaluation was performed on the 2,000-gallon underground storage diesel tank and associated piping to conform to U.S.E.P.A. and N.J.D.E.P tank testing criteria located at the Cherry Lane Pump Station; and

WHEREAS, the results of the acoustic precision evaluation for the underground storage diesel tank failed;

WHEREAS, the acoustical profile indicate there is a leak above or below the liquid level is the cause of the test failure; and

WHEREAS, the possible options for investigating the cause of failure are costly and replacement of the tank may be warranted; and

WHEREAS, the Township and its Department of Public Works received a proposal from T Slack Environmental Services to remove the one (1) 2,000-gallon diesel underground storage tank (UST) at Cherry Lane Pump Station through New Jersey State Contract #A42266; and

WHEREAS, T Slack Environmental Services of Kenilworth provided a cost proposal in the amount of \$16,474.00 on August 3, 2022 for the removal of the 2,000-gallon diesel UST; and

WHEREAS, the Township Engineer by letter dated September 9, 2022 recommends entering into a contract with T Slack Environmental Services; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services, enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the cost proposal and product specifications are satisfactory to the Department of Public Works; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a contract for the removal of the UST of the 2,000-gallon diesel tank be awarded to T Slack

Environmental Services, 180 Market Street, Kenilworth, NJ 07033 in accordance with their proposal dated August 3, 2022 in the amount of \$16,474.00 for services at the Township's Cherry Lane Pump Station.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: September 20, 2022

I certify funds are available for this work

**Account No. 03 2661 21 0500 160
\$16,474.00
2021 Capital Budget**

John O. Gross, Chief Financial Officer



August 3, 2022

Mr. Louis Reynolds
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Phone: 973-325-4161
Fax: 973-669-9588
E-mail: Lreynolds@westorange.org

Job Scope: Removal of one (1) 2,000 Gallon Diesel UST and Installation of one (1) 2,000 Gallon AST
Job Site: Cherry Lane Pump Station
Proposal No. TS-15783 Revision 2

Dear Mr. Reynolds,

T. SLACK ENVIRONMENTAL SERVICES, INC. (TSES) is pleased to submit the following proposal for your review. The scope of work is in accordance with existing New Jersey department of Environmental Protection (NJDEP) Bureau of Underground Storage Tanks (BUST) Standards.

Scope of work is based on the information provided to TSES by the client. TSES therefore assumes the following:

- A. There were no discharges of free product.
- B. Soils excavated are below current NJDEP Cleanup Criteria.
- C. The UST's to be removed should have been registered with the NJDEP since 1988.
- D. Retain a Licensed Site Remediation Professional (LSRP) for UST Closure Site Investigation Report, and Response Action Outcome Letter.

Any variation from the above-stated facts will result in re-evaluation of costs stated herein. Customer authorizes TSES to perform any and all additional services or tests required by NJDEP not specified herein at an additional cost for labor and material. Pricing is from our NJ State Contract #A42266.

REMOVAL SCOPE OF WORK:

1. The UST's must be registered with the NJDEP in order to remove them (*if not previously registered*). If the UST(s) have not been registered, a UST Facility Certification Questionnaire, a site map, and a check payable to "Treasurer State of New Jersey" will have to be submitted to the D.E.P. The NJDEP will then issue a Facility Registration number / Facility ID# for the application submitted. TSES will obtain the ID number and submit the next application "Closure of an Underground Storage Tank" for NJDEP approval.



2. Once TSES receives the approved NJDEP "Closure of an Underground Storage Tank System" form, we can then notify the local municipal agency and building department of the closure activity in writing and apply for necessary permits. A copy of the approved NJDEP closure form will be submitted with the permit applications to the local building department. Once the building department approves the permit applications, TSES can then commence work.
3. TSES will call the NJ ONE CALL Hotline to mark out all the underground utilities in the excavation area. This will be done at least FIVE days prior to excavation. T. Slack cannot begin excavation until all the proper utility lines are clearly marked out.
4. The UST(s) contents will be pumped dry prior to any excavation. (See Contingency Costs).
5. We will excavate to the top of UST(s), drain all lines back into tank and purge tank. Once purged, a combustible gas meter will be used to determine if the level of combustible gas in the UST(s) is within safe limits to cold cut and clean to Fire Department and Department of Transportation Standards. All liquids and sediment will be containerized for disposal and manifested according to Federal and State Guidelines.
6. Once cleaned, the UST(s) will be removed from excavated area following API 1604 Procedures.
7. All post-excavation confirmatory sampling will be performed by a Licensed Site Remediation Professional (LSRP) from TSES certified by the NJDEP in Subsurface Evaluation. The sampling and analysis will be performed in accordance with the NJDEP's Technical Guidance Document N.J.A.C. 7:26E.
8. TSES will arrange for all necessary municipality inspections.
9. The cleaned UST(s) will then be cut, transported and disposed/scrapped. All scrap-yard receipts to be provided to the client as proof of disposal.
10. The excavation areas will be backfilled with certified clean fill compacted in 24" lifts to grade.
11. We will restore the disturbed area as required up to grade only.
12. TSES will fill out the UST Facility Certification Questionnaire form to de-register the tanks removed. The completed questionnaire will be sent to the client for original signature by the responsible party. The client **MUST** submit the signed questionnaire to the NJDEP. This form must be signed, completed, and submitted to the NJDEP **WITHIN 7 DAYS OF THE UST REMOVAL**. This is the client's responsibility; T. Slack cannot sign off on this questionnaire.
13. TSES will prepare and submit a full Site Investigation Report (SIR) and or a Remedial Investigation Report (RIR) as required by the NJDEP. The complete report with electronic data will be sent to the client for original signature by the responsible party. **IT IS THE CLIENT'S RESPONSIBILITY TO SUBMIT THE REPORT TO THE NJDEP**. Failure to do so will result in possible penalties issued by the NJDEP (*See review fee below*).

NJDEP
UST CERTIFICATION PROGRAM
#US00334

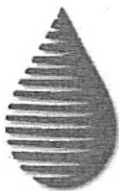


NJ BUSINESS REGISTRATION
#0106912

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
00021	Electrician Commodity Code 830-69-086774	16	Hours	\$97.00	\$1,552.00
00024	Plumber Commodity Code 830-69-086777	16	Hours	\$92.00	\$1,472.00
00030	Laborers Commodity Code 830-69-086783	16	Hours	\$70.00	\$1,120.00
<u>Commodity Code 830-69-089792</u>					
00035	Samples	6	Each	\$165.00	\$990.00
00035	Backfill	20	Tons	\$50.00	\$1,000.00
00035	Liquid/Sludge Disposal	100	Gallons	\$1.00	\$100.00
00035	Concrete Disposal	1	Load	\$500.00	\$500.00
00036	Vac Truck	4	Hours	\$125.00	\$500.00
00036	Excavator	1	Day	\$1,800.00	\$1,800.00
00036	Concrete Saw	1	Day	\$325.00	\$325.00
00036	Compactor	1	Day	\$195.00	\$195.00
00036	Tandem	1	Day	\$1,100.00	\$1,100.00
00036	LSRP	8	Hours	\$165.00	\$1,320.00
00036	Reports	1	Lump Sum	\$4,500.00	\$4,500.00
					\$16,474.00

COST: \$16,474.00

THIS QUOTE IS VALID FOR 30 DAYS



Accurate Tank Testing LLC

www.oiltanktesting.com

P.O. BOX 366 Franklin Lakes, N.J. 07417
140 Greenwood Ave, Midland Park, N.J. 07432

tnktst@msn.com | Office (201) 848-8224 | Fax (201) 847-0718
N.J.D.E.P. #US00006

Thursday November 11, 2021

T. Slack Environmental Services
180 Market Street
Kenilworth, NJ 07033

Re: 1-2,000 Gallon, Diesel Stip3
Underground Storage Tank
Cherry Lane Pump Station
Cherry Lane
West Orange, NJ 07052

Dear Sir/Madam,

Enclosed please find the result of the EZY3 Locator Plus acoustic precision evaluation performed on the 2,000 gallon, diesel fuel oil underground storage tank and associated piping located at the above referenced property. All tank evaluations conform to U.S.E.P.A. and N.J.D.E.P. tank testing criteria and the results are as follows:

DATE	TANK	RESULT (PASS/FAIL)
11/10/21	2,000 gallon diesel	FAIL

The tank contained 41.00" of fuel and 0.0" of water at the time of the test.

The acoustical profile indicates a leak above or below the liquid level is the cause of the test failure. If this tank is to remain in service the tank must be investigated to determine the exact cause of the test failure. Examples of leaks are: corroded or loose - fill pipes, air vent pipes, compression fittings and/or corrosion holes in the tank itself.

Possible options for investigating the cause of failure are: uncovering the tank top and inspecting all the piping and connections, isolating the tank from the piping and retesting the tank separately. If repairs are made, the tank must be retested to ensure integrity of the tank and associated piping for the tank to remain in service. ***Sometimes the expense to perform this work is costly and replacement of the tank may be warranted.***

If you choose to investigate the reason for the failure via isolation test, please contact us when the tank top is completely excavated so that a retest can be performed before the tank is backfilled. This allows us to thoroughly investigate the tank system before the tank is put back in service.

Accurate recommends isolating piping at sump and retesting tank.

If you have any questions or require additional information, please do not hesitate to contact me.

Thank you,

Kevin Richards
NJDEP #249447

EZY 3 LOCATOR PLUS

MANUFACTURED BY: ESTABROOK'S INC. 1-877-368-7215

VACUUM CALCULATION WATER SENSOR CALIBRATION

DATE 11/11/21

Test Operator: Kevin Richards

Signed Kevin Richards

Operator's State Certification # 249447

TANK MATERIAL SW-Steel Stip3

TOTAL TANK VOL. 2,000 GALLONS

TEST # 1 Site ID # 1

PRODUCT VOL. 41.0000 INCHES

CUSTOMER: T. Slack Envoironmental Services

ULLAGE VOL. 31.0000 INCHES

SITE: Cherry Lane Pump Station

PRODUCT TYPE DIESEL

Cherry Lane

West Orange, NJ

Vacuum Sensor Calculation

<u>41.0000</u> INCHES OF PRODUCT	X	<u>0.031</u> WEIGHT OF PRODUCT	=	<u>1.271</u>	PSI (1)
<u>0.000</u> INCHES OF WATER IN TANK	X	<u>.036</u>	=	<u>0.000</u>	PSI (2)
Line 1 + Line 2 = Total Positive Head Pressure In Tank			=	<u>1.2710</u>	PSI (3)
<u>0.0</u> INCHES OF WATER OUTSIDE TANK	X	<u>.036</u>	=	<u>0.000</u>	PSI (4)
Total Head Pressure Minus Outside Water Pressure			=	<u>1.2710</u>	+/-PSI (5)
Always add .5 PSI			+	<u>0.5000</u>	PSI (6)
NOTE: If Line 6 is Less Than .5 PSI Line 7 Shall be .5 PSI					
TEST PRESSURE			=	<u>1.77</u>	+/-PSI (7)
Test Setpoint Range:				<u>49.10</u> to <u>59.10</u>	Inches W.C.

ACOUSTIC TEST TIME

	TIME	PRESSURE
Blower Started:	<u>8:30</u>	<u>0.00</u>
Test Pressure Reached:	<u>9:00</u>	<u>59.10</u>
Blower Turned Off:	<u>9:00</u>	<u>59.10</u>
Test Began:	<u>9:00</u>	<u>59.10</u>
Test Ended:	<u>9:30</u>	<u>57.40</u>

TEST RESULT: Failed

Depth of Groundwater Determined:

By: Not Applicable

Where: Not Applicable

WATER SENSOR CALIBRATION

Water sensor used? Yes / No NO

Added: Cal #1 Cal #2 Cal #3

Average: _____

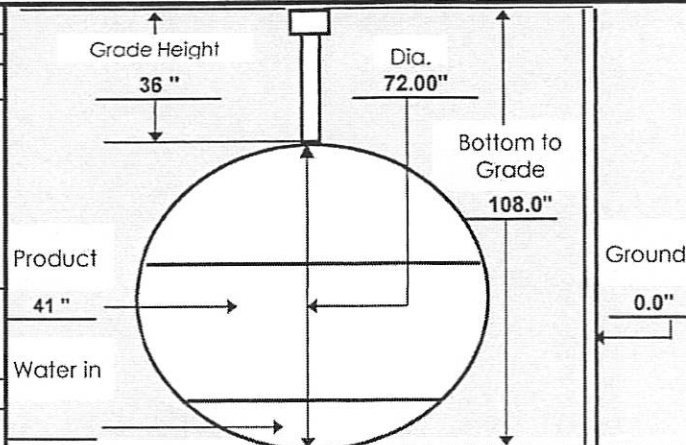
NOTE:

Calculation for Test Period:

0 ÷ 3780 = 0.00000 ÷ .05 = 0 minutes
Ave. Cal. "A" Factor Time of Test

WATER INTRUSION TEST PERIOD

Began: _____
Ended: _____



Accurate Tank Testing LLC.

VACUUM TREND ANALYSIS

DATE: 11/11/2021		PBS# (NEW YORK):	
TOTAL TANK VOL.(Gal): 2,000		TANK#: 1	
PRODUCT VOL.(In): 41.00		LOCATION:	
ULLAGE VOL.(In): 31.00		Cherry Lane Pump Station	
PRODUCT TYPE: DIESEL		Cherry Lane	
		West Orange, NJ	
		0	

START TIME	DATA	MAX "/+"	RPH	OFF	TEST	WATER
9:00	59.1					
9:05	58.7	-0.4	0.9			
9:10	58.4	-0.3	0.7			
9:15	58.1	-0.3	0.7			
9:20	57.8	-0.3	0.7			
9:25	57.6	-0.2	0.9			
9:30	57.4	-0.2	0.9			

THE ACOUSTIC CHARACTERISTIC OF A LEAK REVEALS:

☐

☐

☒ X

TIGHT TANK

THIS UNDERGROUND STORAGE TANK PASSES THE CRITERIA SET FORTH BY THE U.S. E.P.A.

ULLAGE (DRY) PORTION LEAK

THIS UNDERGROUND STORAGE TANK FAILS THE CRITERIA SET FORTH BY THE U.S. E.P.A.

BELOW PRODUCT LEVEL (WET) PORTION LEAK

THIS UNDERGROUND STORAGE TANK FAILS THE CRITERIA SET FORTH BY THE U.S. E.P.A.

WATER SENSOR INDICATES (CHECK ONLY ONE)

☐

NO WATER INTRUSION

☐

WATER INTRUSION

☒ X

NOT APPLICABLE

SIGNATURE OF OPERATOR:

Kevin Richards

PRINT NAME: Kevin Richards

CERTIFICATION #: 08-5831

EXPIRATION DATE: 3/12/2023

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange, in the county of Essex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$50,000.00, which is now available as a revenue from NJ Department of Health & Senior Services in the amount of \$50,000.00.

BE IT FURTHER RESOLVED, that like the sum of \$50,000 is hereby appropriated under the caption COVID-19 Vaccination Supplemental Funding 2023; and

BE IT FURTHER RESOLVED that the above is the result of funds from NJ Department of Health & Senior Services in the amount of \$50,000.00.

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Township of West Orange in the County of Essex in the State of New Jersey.

Resolution No.: 239-22

Offered by: _____

Seconded by: _____

Adopted: September 20, 2022

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

Susan McCartney
Council President

OLPH22VSF040
West Orange Township
Notice of Grant Award

1. Date Issued 8/2/2022 2. Supersedes Award Notice Dated 6/29/2021	State of New Jersey Department of Health Grant Agreement	3a. Grant Award No. OLPH22VSF040 3b. Amendment No. 1
4. Title of Grant Award COVID-19 Vaccination Supplemental Funding 2022		
5a. Project Period (Mo./Day/Yr.) From: 7/1/2021 Through: 6/30/2023	5b. Budget Period (Mo./Day/Yr.) From: 7/1/2021 Through: 6/30/2023	
6a. Grantee Name and Address West Orange Town Township Municipal Building 66 Main Street West Orange, New Jersey 07052-5054	7. Award Computation for Budget Period a. Amount of Financial Assistance \$100,000 b. Less Unobligated Balance from Prior Budget Periods c. Less Cumulative Prior Award(s) this Budget Period \$50,000 d. AMOUNT of this ACTION \$50,000	
6b. Grantee Vendor ID No. 226002396-00	8a. Total Grant Funds Awarded to Date for Project Period \$100,000	
6c. Grantee DUNS No. 060801172	8b. Source of Grant Funds Click Here to View	
6d. Grantee Project Director Theresa M. De Nova Health Officer		
9. Department Officers Click Here to View		
10a. Nature or purpose of program to be funded. 22VSF - Vaccination Supplemental Funding: To provide COVID-19 vaccination supplemental funding.		
10b. This Grant is subject to the terms and conditions incorporated either directly or by reference in the following: Attachment A - Additional Grant Provisions Attachment B - Approved Budget Attachment C - Program Specifications Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are obtained from the grant payment system.		
11. Remarks UEI: QK38C6DQM45		

12. Department Signatures

Division or Commission:

Department Grant Approval Officer:

By: Shereen Semple
Title: Director, Office of Local Public Health
Date: 7/28/2022
Contact: (609) 292-6972

By: Robert Apgar
Title: Contract Administrator 3, Grants Unit
Date: 8/2/2022
Contact: (609) 376-8512

Budget Amendment Certification Form, Appropriations Offset by Revenue

Counties/Municipalities (NJSA 40A:4-87) or Fire Districts (NJSA 40A:14-78.5)

Resolution Date: 9/20/2022Resolution # 239-22Muni Code 0722 Organization Name 0722 West Orange Town Township - County of EssexFiscal Year 7Revenue Title 56 Amount \$ 50,000.00

Description _____

Appropriation Title 56 Amount \$ 50,000.00Description COVID-19 Vaccination Supplemental Funding 2023Local Match n/a Amount \$ -Municipalities and Counties only Chapter 85 - Title and Text

Appropriation (From) Title _____ Amount _____

Appropriation (To) Title _____ Amount _____

By electronic transmittal of this form the County Clerk of the Board/Municipal Clerk/Fire District Executive Director certify that this resolution, reference above and included as an attachment with this form, is a true resolution and was properly adopted by the respective governing body

By electronic transmittal of this form the County/Municipality CFO or the Fire District Accountant certifies that this revenue has been realized and/or is in receipt of written notification from the funding source cited in the resolution and included as an attachment with this form and that the revenue/appropriation identified above meets all statutory requirements and that the Annual Operating Budget has been amended to include this item of revenue/appropriation.

Karen J. Carnevale

County Clerk of the Board, Municipal Clerk, or Fire District Director

Municipal Clerk

Title of Certifying Officer

kcarnevale@westorange.org

Email Address

973-325-4155

Telephone Number

John Gross

County/Municipal CFO or Fire District Accountant

Director of Finance

Title of Certifying Officer

jgross@westorange.org

Email Address

973-325-4070

Telephone Number

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A.40A: 4-87

For Director, Division of Local Government Services by:

5

Duly Appointed Designee

Approved Date:



WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange, in the county of Essex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$274,735.00 which is now available as a revenue from the NJ Department of Health & Senior Services in the amount of \$274,735.00

BE IT FURTHER RESOLVED, that like the sum of \$274,735.00 is hereby appropriated under the caption Strengthening Local Public Health Capacity Program; and

BE IT FURTHER RESOLVED that the above is the result of funds from the NJ Department of Health & Senior Services in the amount of \$274,735.00

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Township of West Orange in the County of Essex in the State of New Jersey.

Resolution No.: 240-22

Offered by: _____

Adopted: September 20, 2022

Seconded by: _____

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

Susan McCartney
Council President

OLPH23PHC035
West Orange Township
Notice of Grant Award

1. Date Issued 8/24/2022 2. Supersedes Award Notice Dated	State of New Jersey Department of Health Grant Agreement	3a. Grant Award No. OLPH23PHC035 3b. Amendment No. 0
4. Title of Grant Award Strengthening Local Public Health Capacity Program 2023		
5a. Project Period (Mo./Day/Yr.) From: 7/1/2022 Through: 6/30/2023	5b. Budget Period (Mo./Day/Yr.) From: 7/1/2022 Through: 6/30/2023	
6a. Grantee Name and Address West Orange Township Municipal Building 66 Main Street West Orange, New Jersey 07052-5054	7. Award Computation for Budget Period a. Amount of Financial Assistance \$274,735 b. Less Unobligated Balance from Prior Budget Periods c. Less Cumulative Prior Award(s) this Budget Period d. AMOUNT of this ACTION \$274,735	
6b. Grantee Vendor ID No. 226002396-00	8a. Total Grant Funds Awarded to Date for Project Period \$274,735	
6c. Grantee Unique Entity ID OK38C6DOMQ45	8b. Source of Grant Funds Click Here to View	
6d. Grantee Project Director Theresa De Nova Health Officer		
9. Department Officers Click Here to View		
10a. Nature or purpose of program to be funded. 23PHC OP - Outbreak Preparedness: To provide funding to enable non-LINCS Agency LHDs to strengthen outbreak preparedness/response capacity by reimbursing eligible COVID-19 and other infectious disease-related expenses (not covered by any other funding source). 23PHC LHOC - Local Health Outreach Coordinator: To provide funding to enable non-LINCS Agency LHDs to each hire/appoint a full-time Local Health Outreach Coordinator (LHOC) to assess, mitigate and respond to populations disproportionately affected by the social and health impacts COVID-19 and other infectious diseases. 23PHC IDPG - Infectious Disease Preparedness Generalist: To provide funding to enable non-LINCS Agency LHDs to each hire/appoint a full-time Infectious Disease Preparedness Generalist (IDPG) to assist with outreach to populations disproportionately affected by COVID-19 and other infectious diseases, POD planning, logistics, testing, contact tracing, and resolving laboratory reporting issues within the jurisdiction, and other activities related to COVID-19 and other infectious diseases.		
10b. This Grant is subject to the terms and conditions incorporated either directly or by reference in the following: Attachment A - Additional Grant Provisions Attachment B - Approved Budget Attachment C - Program Specifications Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are obtained from the grant payment system.		
11. Remarks		

OLPH23PHC035
West Orange Township
Notice of Grant Award

12. Department Signatures

Division or Commission:

Department Grant Approval Officer:

By: Shereen Semple

By: Robert Apgar

Title: Director, Office of Local Public Health

Title: Contract Administrator 3, Grants Unit

Date: 8/19/2022

Date: 8/24/2022

Contact: (609) 292-6972

Contact: (609) 376-8512

Budget Amendment Certification Form, Appropriations Offset by Revenue

Counties/Municipalities (NJSA 40A:4-87) or Fire Districts (NJSA 40A:14-78.5)

Resolution Date: 9/20/2022Resolution # 240-22Muni Code 0722 Organization Name 0722 West Orange Town Township - County of EssexFiscal Year **8**Revenue Title 56 Amount \$ 274,735.00Description Appropriation Title 56 Amount \$ 274,735.00Description Strengthening Local Public Health Capacity ProgramLocal Match n/a Amount \$ -Municipalities and Counties only Chapter 85 - Title and TextAppropriation (From) Title Amount Appropriation (To) Title Amount

By electronic transmittal of this form the County Clerk of the Board/Municipal Clerk/Fire District Executive Director certify that this resolution, reference above and included as an attachment with this form, is a true resolution and was properly adopted by the respective governing body

By electronic transmittal of this form the County/Municipality CFO or the Fire District Accountant certifies that this revenue has been realized and/or is in receipt of written notification from the funding source cited in the resolution and included as an attachment with this form and that the revenue/appropriation identified above meets all statutory requirements and that the Annual Operating Budget has been amended to include this item of revenue/appropriation.

Karen J. Carnevale

County Clerk of the Board, Municipal Clerk, or Fire District Director

Municipal Clerk

Title of Certifying Officerkcarnevale@westorange.orgEmail Address973-325-4155Telephone Number

John Gross

County/Municipal CFO or Fire District Accountant

Director of Finance

Title of Certifying Officerjgross@westorange.orgEmail Address973-325-4070Telephone Number

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A.40A: 4-87

For Director, Division of Local Government Services by:

5

Duly Appointed Designee

Approved Date:



John O. Gross, BA/CFO

AIA® Document G701™ – 2017
Change Order

PROJECT: <i>(Name and address)</i> West Orange Public Library 10 Rooney Circle West Orange, NJ 07052	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: September 7, 2022
OWNER: <i>(Name and address)</i> Township of West Orange 66 Main Street West Orange, NJ 07052	ARCHITECT: <i>(Name and address)</i> Arcari + Iovino Architects, P.C. One Katherine Street Little Ferry, NJ 07643	CONTRACTOR: <i>(Name and address)</i> H&S Construction and Mechanical, Inc. 721 Bayway Avenue Elizabeth, NJ 07202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Drywall & framing repair at mold areas (COR #5). Add \$14,013.60

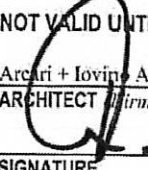
The original Contract Sum was	\$	5,075,000.00
The net change by previously authorized Change Orders	\$	32,313.20
The Contract Sum prior to this Change Order was	\$	5,107,313.20
The Contract Sum will be increased by this Change Order in the amount of	\$	14,013.60
The new Contract Sum including this Change Order will be	\$	5,121,326.80

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Arcari + Iovino Architects, P.C.</u> ARCHITECT <i>(Firm name)</i>	<u>H&S Construction and Mechanical, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Township of West Orange</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Anthony Iovino, President</u> PRINTED NAME AND TITLE	<u>Daniel Hernandez, President</u> PRINTED NAME AND TITLE	<u>JOHN O. GROSS, BA/CFO</u> PRINTED NAME AND TITLE
<u>9/7/2022</u> DATE	 DATE	 DATE



Construction & Mechanical, Inc.
General Contractors • Sprinkler • Plumbing • Heating • Design

CHANGE ORDER REQUEST

Project: West Orange Public Library

To Contractor:
H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino
Contractor: H&S Construction

Field:

COR #: 5

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Repair framing and drywall at mold removed areas				
Item	Description	Company		Totals
1	Repair framing and patch drywall (see proposal attached)	HQ Construction & design		\$ 12,037.56
2				
3				
4				

Sub-Contractor Subtotal \$ 12,037.56

H&S - Overhead & Profit Of Sub Cost \$ 601.88

Sub Contractors Total \$ 12,639.44

Item	Description	Company		Totals
5	PM Time 5.6hrs @150per hr	H&S		\$ 840.00
6		H&S		
7		H&S		
8		H&S		
9		H&S		
10				
11				

Contractor Subtotal \$ 840.00

H & S - Overhead & Profit 15% of Contractor Cost \$ 126.00

Contractors Total \$ 966.00

Sub Total \$ 13,605.44

H&S Bond Cost \$ 408.16

Total \$ 14,013.60

The contract time will be increased by: 7 days

HQ CONSTRUCTION

& DESIGN LLC.

PO BOX 7016, East Brunswick NJ 08816
732-907-9717

PROPOSED CHANGE ORDER

Proposed Change order # **1 Rev**

Date: 9/6/2022

COMPANY: H&S Construction

ATTN: Pat Blandino

PROJECT: West Orange Library

REQUESTED BY: Architect

Description:

Ticket #

Job # 22-044

PO# 22-270

Remove and replace approximately 195 LF of Framing and install new drywall

Framing remove and re-frame existing area 2 Carpenters 2 Days 32 Hours Carp

Install Drywall 1 Carp Foreman and 1 Carp 1 1/2 Days 24 Hours Carp

1 Drywall finisher to finish drywall 2 1/2 Days 20 Hours Drywall finisher

1 Painter to Prime 8 hours 8 Hours Painter

Materials:

Metal studs	101	14.48	\$1,462.48
Drywall	22	22.58	\$496.76
Misc Tape Spackle Screws			\$458.97
Paint			\$54.87

LABOR:

Classification

	Hours	Rate	Sub Total
Laborer	0	\$84.57	0
Laborer For	0	\$90.32	0
Carp	56	106.81	5981.36
Carp For	0	\$122.72	0
Drywall finish	20	\$88.60	1772
Rodman	0	\$119.12	0
Mason for	0	\$108.90	0
Mason	0	\$101.34	0
Painter For	0	\$95.12	0
Painter	8	\$89.60	716.8

Total labor cost:

\$8,470.16

Subtotal

\$10,943.24

Profit & Overhead 10%

\$1,094.32

Total change to contract:

\$12,037.56

Approved by:

Signature:

RESOLUTION

WHEREAS, the Township of West Orange requires Engineering Services for Ginny Duenkel Main Pool Underwater Lighting Improvements; and

WHEREAS, to provide professional engineering services for design, construction documentation and construction administration services for Ginny Duenkel Main Pool Underwater Lighting Improvements, the Township requires the services of a Professional Engineering firm; and

WHEREAS, the Township Engineer prepared a Request for Proposal dated September 8, 2022 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from one Professional Engineering firm; and

WHEREAS, PS&S, responded to the Request for Proposal; and

WHEREAS, PS&S, have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated September 13, 2022 the Township Engineer recommended a professional services contract be awarded to PS&S, 3 Mountainview Road, Warren, NJ 07059 for Professional Engineering Services associated with Ginny Duenkel Main Pool Underwater Lighting Improvements; and

WHEREAS, PS&S responded to the Township's Request for Qualifications for Professional Services for 2022; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Ginny Duenkel Main Pool Underwater Lighting Improvements; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to PS&S to provide professional engineering services for Ginny Duenkel Pool Improvements in the amount of \$11,800.00.

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

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

Susan McCartney, Council President

Adopted: September 20, 2022

I hereby certify funds are available from:

ACCOUNT NO.
2021 Capital Improvements
03 2661 21 0400 180
\$11,800.00

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

September 8, 2022

Michael P. Cohen, P.E., PMP
PS&S
3 Mountainview Road
Warren, NJ 07059

RE: REQUEST FOR PROPOSAL
GINNY DUENKEL MUNICIPAL POOL
UNDERWATER LIGHTING, MAIN POOL

Dear Mr. Cohen,

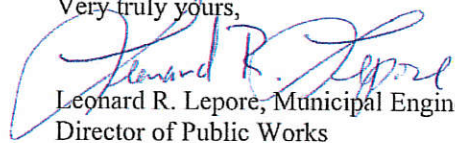
The Township of West Orange requests a Proposal from your firm to provide plans, specifications and bid documents for the installation of underwater lights at the main pool of the Ginny Duenkel Complex. Please see some schematic plans and manufacturer cut sheets for lights and transformers. The schematic plan shows fifteen lights and approximate locations along with anticipated locations of transformers and splice boxes. A Google Earth map is enclosed showing the main pool and the location of the electrical room. That room has two electrical panels which shall be upgraded as part of the work. Also enclosed is a lighting plan for the Municipal Pool in Florham Park.

I am requesting your proposal by Tuesday, September 13, 2022 with the anticipation of requesting the Township Council award a Professional Services Contract at their September 20, 2022 meeting. I want to bid this contract in October with an award in late October or November so this work can be coordinated with the contractor replastering the pool. Your recent work on plans for the replastering of the main pool and replacement of deck drains makes your firm an ideal one to perform this work.

If you want to inspect the site, please contact Supervisor Jim Latore at 973-703-7657.

Please contact me if you have any questions.

Very truly yours,


Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

Cc: Zayibeth Carballo

Bill Kehoe

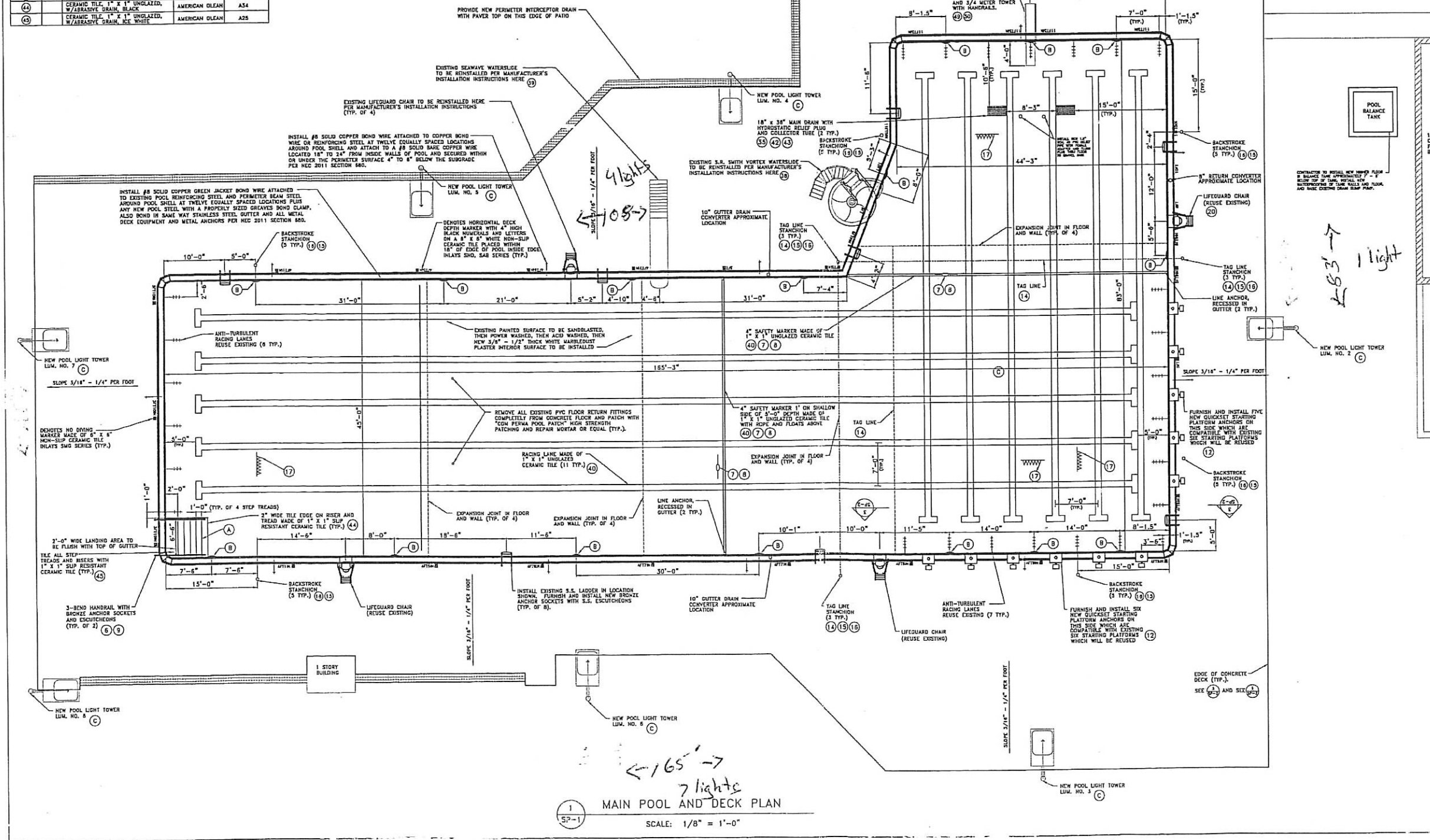
Edwin Johnson

James Latore

John Gross



RACING EQUIPMENT				
ITEM NO.	QTY.	DESCRIPTION	MANUFACTURER	CATALOG NO.
(12)	8	STARTING PLATFORM (EXISTING), PROVIDE (11) 3/4" DIA. ANCHORS	PARAGON	CLASSIC
(14)	2	TIE LINE - COATED CABLE (BT OWNER)	HEFTUNE-BEDSON	CUSTOM
(15)	8	BACKSTOP STATIONH - 3.5. (BT OWNED)	SPECTRUM	23814
(16)	9	STANCHION ANCHOR W/ SOCKET COVER (BT CONTRACTOR)	SPECTRUM	23832, 23834
(17)	4	BACKSTOP LINE (BT OWNER)	SPECTRUM	23840
(50)	1	VORTEX WATERSLIDE (EXISTING)	S.R. SMITH	
(51)	1	SEAWAVE WATERSLIDE (EXISTING)	RECREONICS	
(46)	1	DYING BOSS, 10", ALUMINUM	SPECTRUM	23400
(50)	1	3/4" WATER SPING STANCHION, 3/4" DIA. STAINLESS STEEL (BT CONTRACTOR)	SPECTRUM	47061



DESIGN DATA	
AREA	9,210 SQ. FT.
PERIMETER	488 FT.
VOLUME	375,000 GAL.
FLOWRATE	954 GPM
TURNOVER	6.6 HR
STORAGE CAPACITY	10,000 GAL.

KEY NOTES

- (A) PROVIDE (6) EQUAL STEP RISERS EACH APPROXIMATELY 8.25" HIGH TO TOP OF 2'-0" WIDE LANDING WHICH IS FLUSH WITH TOP OF 5.5. GUTTER.
- (B) HAYWARD CRYSTALLOGIC COMMERCIAL WHITE LED 12V UNDERWATER LIGHT 500W EQUIVALENT BRIGHTNESS PART NUMBER LPWU51150 WITH WHITE TRIM RING AND SET IN A HAYWARD UCL CONCRETE NICHE PART NUMBER LFUY1000 SET WITH TOP OF LIGHT SET 21" BELOW TOP OF GUTTER (TYP. OF 16).
- (C) REFER TO DRAWING BY COOPER LIGHTING FOR FLORHAM PARK POOL PROJECT NO. 1402631.ACI FOR LIGHTING SCHEDULE AND DETAILS.

GENERAL NOTES

- ① CONCRETE DECK TO BE THICKENED AND REINFORCED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR DIVING STANDS, STARTING WITH ONE LIFEGUARD CHAIRS, LADDERS, HANDRAILS, SLIDE AND STATIONCH ANCHORS. SUBMIT SHOP DRAWINGS FOR APPROVAL BY ENGINEER.
- ② DIMENSIONS OF POOL ARE BASED ON FIELD MEASUREMENTS OF THE EXISTING POOL AND NOT THE ACTUAL FIELD MEASUREMENTS. DEVIATE SOME FROM THE GIVEN DIMENSIONS DUE TO FIELD CONDITIONS. THE DEPTHS GIVEN SHOULD BE VERIFIED PRIOR TO INSTALLATION OF THE DEPTHS MARKERS SHOWN AND ADJUSTED IF REQUIRED. NOTIFY ENGINEER OF ANY CHANGES.
- ③ OWNER TO PROVIDE ELEVATOR EQUIPMENT FOR SWIMMING POOLS PER N.J.A.C. 8:26-5.3.
- ④ OWNER TO POST BATHER RULES FOR SWIMMING POOLS PER N.J.A.C. 8:25-5.4.
- ⑤ OWNER TO POST DIVING RULES FOR SWIMMING POOLS PER N.J.A.C. 8:25-5.5.
- ⑥ OWNER TO REUSE (1) EXISTING AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES 2010 COMPLIANT PORTABLE HANDICAP LIFT CHAIR AND INFLATOR TO PROVIDE (1) ADDITIONAL LIFT CHAIR.

A: STRUCTURAL NOTES

1. POOL DESIGNED IN ACCORDANCE WITH INTERNATIONAL BUILDING CODE - NJ EDITION 2009.
2. CONCRETE DESIGNED IN ACCORDANCE WITH A.C.I. "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (A.C.I. 318).
3. COMPRESSIVE STRENGTH OF CONCRETE OF 4,000 PSI AT 28 DAYS.
4. ALL REINFORCING BARS SHALL BE DEFORMED AND CONFORM TO ASTM A615 GRADE 40, LAP BARS A MINIMUM OF 24", CLEARANCE BETWEEN EARTH AND STEEL TO BE A 2" MINIMUM.
5. ALL SHOTCRETE WORK IN ACCORDANCE WITH A.C.I. "GUIDE TO SHOTCRETE" (A.C.I. 506R).

B: PIPING NOTES

1. ALL PIPING TO BE PVC SCHEDULE 40 PRESSURE PIPE UNDERGROUND AND INSIDE BALANCE TANK. INSIDE FILTER ROOM ALL PIPING TO BE PVC SCHEDULE 80 PRESSURE PIPE. ALL PIPING 2" OR SMALLER TO BE PVC SCHEDULE 40 PRESSURE PIPE BOTH UNDERGROUND AND INSIDE FILTER ROOM.
2. HYDROSTATICALLY TEST ALL PIPING AT A MINIMUM OF 25 PSI FOR A PERIOD OF 2 HOURS WITH JOINTS EXPOSED BEFORE COMPLETELY BACKFILLING PIPING.

C: ELECTRICAL NOTES

1. POOL SHALL BE WIRED, GROUNDED AND BONDED IN STRICT ACCORDANCE WITH THE 2011 EDITION OF ARTICLE 680 OF THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE STATE AND LOCAL CODES.

5	
4	
3	
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1	

	REVISIONS
--	-----------

 DLB ASSOCIATES
CONSULTING ENGINEERS, P.C.
YONKAMA, N.J. 07712

Donald L. Beaty, P.E.
N.J. LIC. #27825

Date: _____

FLORHAM PARK MAIN
POOL IMPROVEMENTS
FLORHAM PARK, NJ

MAIN POOL
PLAN

DATE: 11/5/14	SHEET NO. SP-1
SCALE: AS NOTED	
DRAWN: GW	
CHECKED: DF	
FILE: FF-01	

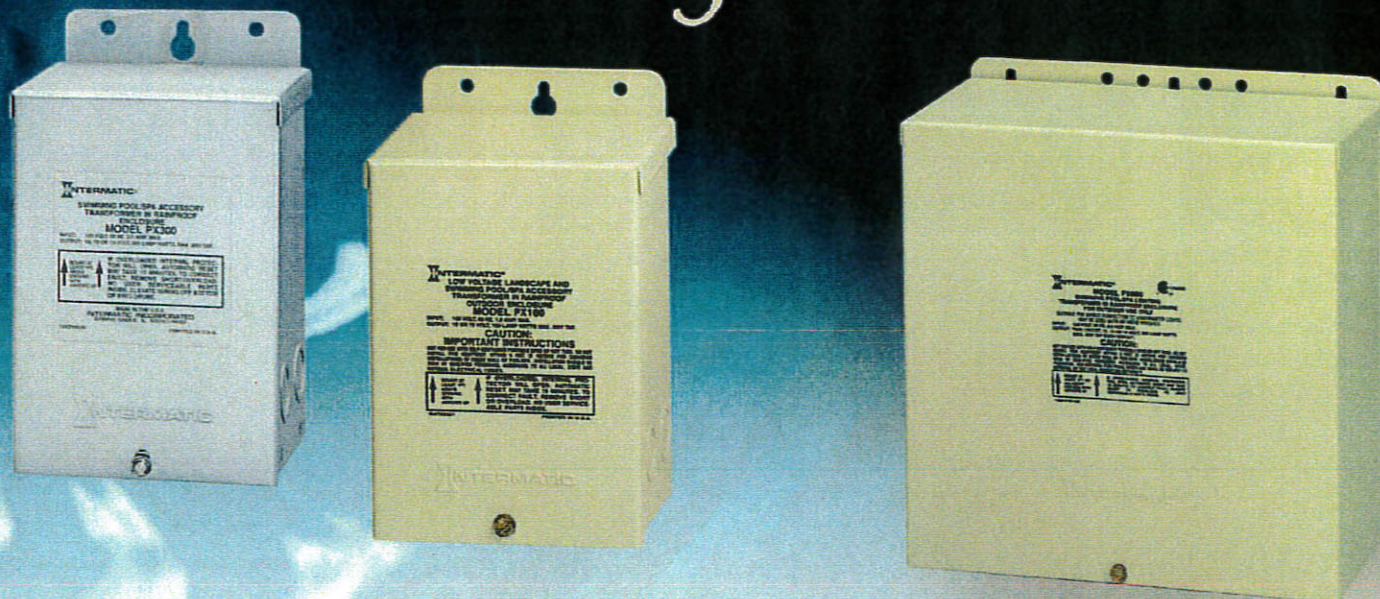
\$4,200.00 per light

73' Long x 33' W

POOL AND SPA

INTERMATIC

Safety Transformers



PX Series Pool and Spa Transformers

These safety transformers are specifically designed to operate in harsh environments, such as high humidity, combined with heat, and chemicals typically found around pools and spas.

The two piece enclosure is made from stainless steel or galvanized steel and electrostatically coated with powder paint in order to weather the elements. With cover removed, the high and low voltage compartments are fully exposed and the knock-outs make wiring extremely convenient.

The transformer is made by the unique, two bobbin process and has a safety shield between the primary and secondary windings. In addition, the entire transformer is vacuum impregnated to resist moisture as well as for cooler, more efficient, and quieter operation. The output voltage of the secondary is selectable, depending on the input connections. All transformer models are safeguarded by an integral automatic-reset protector.

PX Series Applications

• Pool /Spas Lights • Outdoor Lighting • Fountain Lighting

Specifications – PX100(S) & PX300(S)

ENCLOSURES– 7-1/4" (19.4 cm) high x 5-1/4" (13.3 cm) wide x 4-1/2" (11.4 cm) deep. Stainless steel or steel with electrostatically applied light beige finish. Mounting brackets top and bottom.

KNOCKOUTS – Total of eight 1/2"-3/4" combination. (4) bottom, (2) right side, (1) left side, (1) back.

ELECTRICAL RATING– See table.

SHIPPING WEIGHT – See table.

AGENCY APPROVAL – C/US

Specifications – PX600

ENCLOSURES– 10" (25.4 cm) high x 10" (25.4 cm) wide x 5" (12.7 cm) deep. Stainless steel or steel with electrostatically applied light beige finish. Mounting brackets top and bottom.

KNOCKOUTS – Two combination 1/2"-3/4", and 4 combination 3/4"-1" knockouts on the bottom. Total of six combination 1/2"-3/4" knockouts, (2) right side, (1) left side, (2) back.

ELECTRICAL RATING– See table.

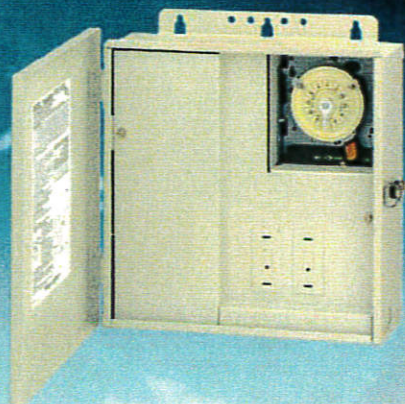
SHIPPING WEIGHT – See table.

AGENCY APPROVAL – C/US

MODEL NUMBER	DESCRIPTION	INPUT	OUTPUT	SHIPPING WEIGHT
PX100	100 Watt Beige Steel	120V, 1 Amp	12 or 13V	7 lbs
PX100S	100 Watt Stainless Steel	120V, 1 Amp	12 or 13V	7 lbs
PX300	300 Watt Beige Steel	120V, 3 Amp	12, 13 or 14V	13 lbs
PX300S	300 Watt Stainless Steel	120V, 3 Amp	12, 13 or 14V	13 lbs
PX600	600 Watt Beige Steel	120V, 6 Amp	12, 13 or 14V	25 lbs



Pool Panels with Transformers



T10000RT Series Pool/Spa Control Centers with Transformer

These Transformer Panels offer an all-in-one, easy to wire and extremely cost effective control center for any pool or spa installation. The enclosure includes the time switch, transformer and other components needed for the completion of an installation. In addition, they have provision for mounting a switching device or GFCI on the side as well as additional switching devices on the inside. Numerous combination knockouts and the rectangular side knockout will accommodate any wiring requirement.

Applications

• Pool /Spas Lights • Outdoor Lighting • Fountain Lighting

Specifications

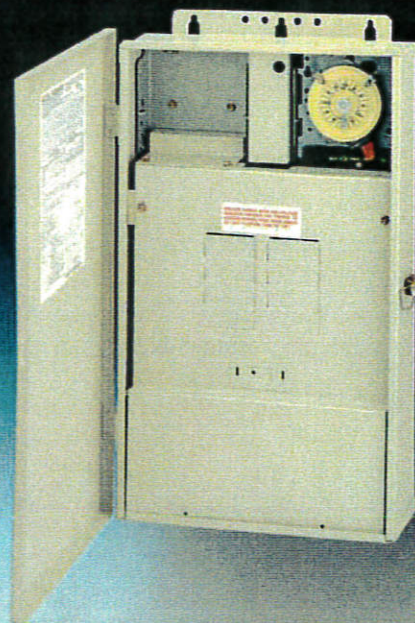
CASE— 12-3/4" (32.4 cm) high, 12-3/4" (32.4 cm) wide, 4-1/4" (10.8 cm) deep.

KNOCKOUTS — Main wiring compartment - Five combination 1/2"-3/4", two combination 3/4" - 1" knockouts on the bottom. One combination 1/2" - 3/4" and one combination 3/4" - 1" knockouts on the back. One 1 3/4" x 2 3/4" knockout on the right side for mounting a switching device or GFCI. Two combination décor/toggle switch knockouts on the deadfront. Pool Light wiring compartment - Two combination 1/2" - 3/4" knockouts on the side and two combination 3/4" - 1" knockouts on the bottom.

TRANSFORMER RATING — Input: 120V, 60 hz., Output: See table.

TIME SWITCH RATING — 40 amp. resistive each pole 120-480V.A.C., 40 amp. tungsten, inductive or 1000 VA pilot duty each pole 120-277V.A.C., 2 H.P. (24 FLA)-120V.A.C., 5 H.P. (28 FLA)-240V.A.C.

MODEL NUMBER	TRANSFORMER OUTPUT	TIME SWITCH MECHANISM	SHIPPING WEIGHT
T10004RT1	12V, 13V - 100 Watt	T104M	14 lbs.
T10004RT3	12V, 13V, 14V - 300 Watt	T104M	20 lbs.



T40000RT Series Pool/Spa Control Centers with Transformer

These Transformer Panels are similar to the T10000RT Series, except for their size and capacity. The T40000RT features a 8/16 circuit breaker base, an equipment grounding bar and provision for mounting a switching device or GFCI on the side as well as an additional switching device on the inside. The enclosure accepts any combination of P1000ME, T100M, RC2000M, and PF1000M Series mechanisms.

Applications

• Pool /Spas Lights • Outdoor Lighting • Fountain Lighting

Specifications

CASE— 20-3/4" (52.7 cm) high, 12-3/4" (32.4 cm) wide, 4-1/4" (10.8 cm) deep.

KNOCKOUTS — Main wiring compartment - Four 1/2", one combination 1/2"-3/4", one combination 3/4" - 1", and one combination 1" - 1 1/4" - 1 1/2" knockout on the bottom. Two combination 1/2" - 3/4" and one combination 3/4" - 1" knockouts on the back. One 1 3/4" x 2 3/4" knockout on the right side for mounting a switching device or GFCI. One combination décor/toggle switch knockout on the deadfront. Pool Light wiring compartment - Two combination 3/4" - 1" knockouts on the bottom.

PANEL RATING — 100 amp. maximum, 120/240V.A.C. or 128/208V.A.C. single phase (3-wire)

TRANSFORMER RATING — Same as T10000RT Series

TIME SWITCH RATING — Same as T10000RT Series

MODEL NUMBER	TRANSFORMER OUTPUT	TIME SWITCH MECHANISM	SHIPPING WEIGHT
T40003RT3	12V, 13V, 14V - 300 Watt	T103M	14 lbs.
T40004RT1	12V, 13V - 100 Watt	T104M	20 lbs.
T40004RT3	12V, 13V, 14V - 300 Watt	T104M	20 lbs.

Manufacturer: Intermatic

Warranty: 1-Year

LINKS

[Intermatic Data Sheet](#)

WARRANTY

One (1) Year Limited Warranty on Product, see Owner's Manual for a full description of warranty claims and coverage details.

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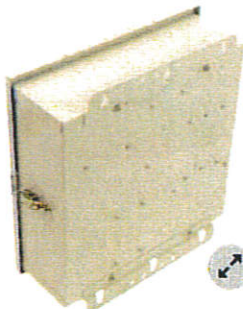
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PARTS



INTERMATIC - STAINLESS STEEL 300W POOL LIGHT TRANSFORMER

Item No. 301436
Manufacturer SKU: PX300S

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Intermatic 300W Stainless Steel Pool Light Transformer - PX300S [More Details](#) v

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DESCRIPTION

Intermatic 300W Stainless Steel Pool Light Transformer - PX300S

- Enclosure: 7.25 (19.4 cm) H x 5.25 (13.3 cm) W x 4.5 (11.4 cm) D. Stainless steel or steel with electrostatically applied light beige finish. Mounting brackets top and bottom.
- Knockouts: Total of ten combination 1/2 -3/4 knockouts, (2) right side, (2) left side, (2) back, (4) bottom.
- Electrical Rating: See table
- Shipping Weight: See table

DETAILS

These Safety Transformers are specifically designed to supply 12 [Chat with an Expert](#) lights, submersible fixtures and outdoor garden lights. A ground the primary and secondary windings assures safe operation and the built-in circuit protection will disconnect power to the transformer in case of defect or overload.

SPECS

Parts and Hardware:

Transformer

Product Type:

Automatic Control

Product Type:	Automatic Control
Manufacturer:	Intermatic
Warranty:	1-Year

LINKS

- [Installation Manual](#)
- [Intermatic Data Sheet](#)

WARRANTY

One (1) Year Limited Warranty on Product, see Owner's Manual for a full description of warranty claims and coverage details.

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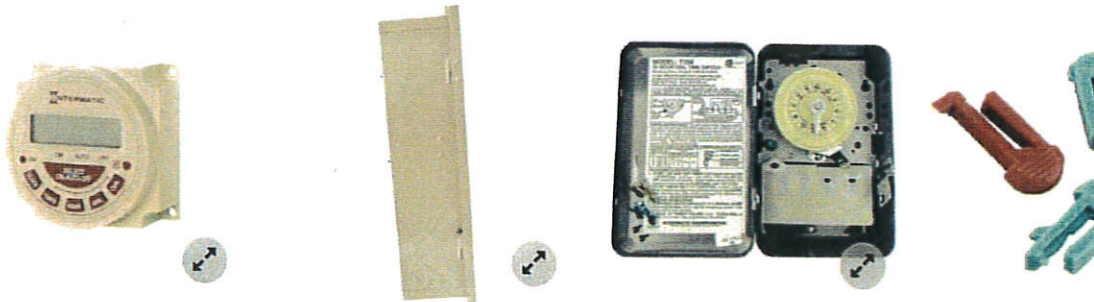
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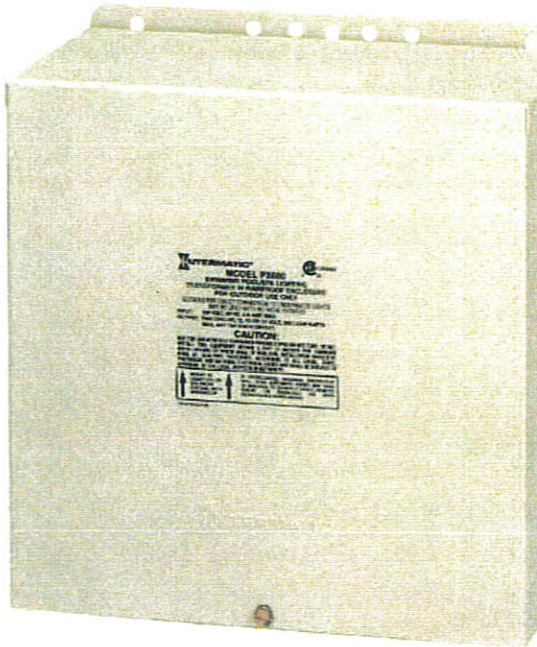
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PARTS



INTERMATIC - TRANSFORMER 600W

Item No. 308747
Manufacturer SKU: PX600

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Intermatic Transformer 600W - PX600 [More Details](#)

Quantity 1

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DESCRIPTION

Intermatic Transformer 600W - PX600

- Enclosure: 10 (25.4 cm) high x 10 (25.4 cm) wide x 5 (12.7 cm) deep. Stainless steel or steel with electrostatically applied light beige finish. Mounting brackets top and bottom.
- Knockouts: Two combination 1/2-3/4, and 4 combination 3/4-1 knockouts on the bottom. Total of six combination 1/2" - 3/4" knockouts, (2) right side, (2) left side, (2) back.
- Electrical Rating: See table
- Shipping Weight: See table

DETAILS

These Safety Transformers are specifically designed to supply 12 volts to pool/spa lights, submersible fixtures and outdoor garden lights. A grounded shield between the primary and secondary windings assures safe operation and the built-in circuit protection will disconnect power to the transformer in case of de

[Chat with an Expert](#)

SPECS

Parts and Hardware: Transformer

Voltage: 120V



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[Home](#) > Pentair 601302 IntelliBrite LED Pool Light 5G White - 120V - 100 Ft Cord (500W)

PENTAIR 601302 INTELLIBRITE LED POOL LIGHT 5G WHITE - 120V - 100 FT CORD (500W)




Pentair IntelliBrite 5g white pool lights feature LED technology and are industry leaders in energy efficiency, value, quality of light, controllability and ease of use. The IntelliBrite 5g LED Light uses just 45 Watts yet has an output equivalent to 300 Watts. With a custom reflector and unique lens design, the IntelliBrite 5g offers super efficiency while being the brightest yet most energy efficient underwater LED light available.

The Pentair EC-601307 IntelliBrite Pool Light has a 100 Foot Cord and is a 12 Volt White LED Light. This is a 12 Volt pool light: To ensure you are ordering the correct light please make sure your electrical supply running to the light is 12 Volts.

MORE INFORMATION

PRODUCT FEATURES

- ✓ Pentair model number EC-601307
- ✓ Replaces the 601307
- ✓ IntelliBrite 5g White LED Pool Light
- ✓ 12V with 100 foot cord
- ✓ Consumes only 70 Watts
- ✓ Output is equivalent to 500 Watts
- ✓ The brightest white LED pool light on the market
- ✓ Up to 50% less energy consumption than competitor's lights
- ✓ Superior reflector design directs light to pool bottom
- ✓ Reflector increases intensity and minimizes glare
- ✓ Superior lens prevents hot spots on the pool bottom
- ✓ Light intensity is distributed uniformly throughout pool
- ✓ Pool lens can be rotated to 180 degrees
- ✓ Wide beam pattern (standard) or narrow beam pattern
- ✓ Works with IntelliTouch and EasyTouch control systems
- ✓ Backwards compatible with first generation IntelliBrite lights
- ✓ Cool running LED lights are durable, no internal filament to wear out
- ✓ 5a technology makes use of

DELIVERY TIME 2-5 Business Days

the brightest LEDs available

MANUFACTURER Pentair✓ Continues to work even when
a single LED goes out

TECHNICAL SPECS **Part number:** EC-601307
Voltage: 12 Volt
Watts: 70 Watts
 (500W Output equivalency)
Color: White
Cord Length: 100'

☆☆☆☆☆ [Write a review](#)🗨️ [Ask a question](#)**Availability:** In stock

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~~\$799.99~~ **\$699.99**  GOODADDY
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PRODUCT DOCUMENTATION

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MANUFACTURER EC-601307
PART #

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[Cord](#)



IntelliBrite®

Underwater Pool and Spa White LED Light



Installation and User's Guide

IMPORTANT SAFETY INSTRUCTIONS
READ AND FOLLOW ALL INSTRUCTIONS
SAVE THESE INSTRUCTIONS

Technical Support

Phone: (800) 831-7133 - Fax: (800) 284-4151

Web sites: visit www.pentairpool.com and www.staritepool.com:

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P/N 619838 Rev B - 10/07/09

WARNINGS AND IMPORTANT SAFETY PRECAUTIONS



SERIOUS BODILY INJURY OR DEATH CAN RESULT IF THIS PUMP AND SAND FILTER IS NOT INSTALLED AND USED CORRECTLY.



INSTALLERS, POOL OPERATORS AND POOL OWNERS MUST READ THESE WARNINGS AND ALL INSTRUCTIONS BEFORE USING THE POOL AND/OR SPA LED LIGHT.



Most states and local codes regulate the construction, installation, and operation of public pools and spas, and the construction of residential pools and spas. It is important to comply with these codes, many of which directly regulate the installation and use of this product. Consult your local building and health codes for more information.



IMPORTANT NOTICE - Attention Installer: This Installation and User's Guide ("Guide") contains important information about the installation, operation and safe use of this underwater pool and spa light. This Guide should be given to the owner and/or operator of this equipment.



Before installing this product, read and follow all warning notices and instructions in this Guide. Failure to follow warnings and instructions can result in severe injury, death, or property damage. Call (800) 831-7133 for additional free copies of these instructions. Please refer to www.pentairpool.com for more information related to this products.



RISK OF ELECTRICAL SHOCK OR ELECTROCUTION:

INTELLIBRITE® POOL AND SPA WHITE LED LIGHTS REQUIRE HIGH VOLTAGE WHICH CAN SHOCK, BURN, OR CAUSE DEATH.

BEFORE WORKING ON INTELLIBRITE POOL AND SPA WHITE LED LIGHTS! Always disconnect power to the pool and/or spa lights at the circuit breaker from the light before servicing the light. Failure to do so could result in death or serious injury to service person, pool users or others due to electric shock.

This underwater light must be installed by a licensed or certified electrician or a qualified pool professional in accordance with the National Electrical Code (NEC), NFPA 70 or the Canadian Electrical Code (CEC), CSA C22.1. All applicable local installation codes and ordinances must also be adhered to. Improper installation will create an electrical hazard which could result in death or serious injury to pool users, installers or others due to electrical shock, and may also cause damage to property. Always disconnect the power to the pool light at the circuit breaker before servicing the light. Failure to do so could result in death or serious injury to serviceman, pool users or others due to electrical shock.

READ AND FOLLOW ALL INSTRUCTIONS IN THIS MANUAL.



Important Safety Information for Pentair Niche and Light Installation

- All Niche and Light installations must conform with all codes. If local codes mandate a cord seal, use Pentair Water Pool and Spa plastic niches (P/N 79206600 and P/N 79206700).
- Under no circumstances replace lights by splicing wire under water or behind niche.

WARNINGS AND IMPORTANT SAFETY PRECAUTIONS



WARNING RISK OF ELECTRIC SHOCK AND INJURY. USE ONLY THE INSTALLATION METHOD SPECIFIED BELOW.

Location of Luminaire Use	Pentair Water Pool and Spa Fountain Fixture* (P/N 560001 and P/N 560000)	Required Installation Method
Swimming Pool and Spa	Wet-Niche Swimming Pool (or Spa) Luminaire (Light)	Fixture Housing (Forming Shell) ONLY. DO NOT USE Fountain Fixture Stand.
Fountain	Wet-Niche Submersible Luminaire (Light) swimming Pool (or Spa) Luminair (Light)	Fixture Housing (Forming Shell) or Fountain Fixture Stand.

(*) **Note:** Wet-niche luminaires complying with requirements for both uses may bare both the Listed Wet-Niche Submersible Luminaires UL Mark. A luminaire not bearing the corresponding UL Listing Mark is not considered by UL to have been produces under UL's Listing and Follow-Up Service for the associated usage location.

CAUTION - The Pentair Water Pool and Spa® IntelliBrite LED light fixture must only be used with Pentair Water Pool and Spa fixture housings (niches). If the IntelliBrite LED light fixture is installed into other niches, the installation will not carry U.L. approval and will void all warranties.



WARNING Salt is an inherently corrosive material. While the levels of salt required for proper operation of an electronic chlorine generator are relatively low when compared to sea water and other salt solutions, placing any amount of salt in your pool increases the likelihood of corrosion or other deterioration of pool equipment and any surfaces used in and around your pool. Metal parts and certain natural and man-made surfaces are particularly susceptible to corrosion and deterioration when used in and around salt water pools. Pentair Water Pool and Spa does not represent or otherwise guarantee that the proper use of an electronic chlorine generator will prevent corrosion or other deterioration of pool equipment and any surfaces used in and around your pool. Consult your experienced pool professional, who should be able to advise you on the proper material selection, installation techniques for those materials, and the proper use, care and maintenance of those materials for your specific pool type and location in order to minimize the corrosion and deterioration that is inherent in and around salt water pools.

IntelliBrite® Pool White LED Light models

There are two IntelliBrite Pool LED light models:

- IntelliBrite Pool White LED Light, 120 VAC, with integrated 12 VAC transformer, 50 ft. cord length* (P/N 600101).
- IntelliBrite Pool White LED Light, 12 VAC, (requires 120 VAC to 12 VAC transformer), 50 ft. cord length* (P/N 600104)

(*) cord length vary from 30 ft. to 100 ft.

IntelliBrite® Spa LED Light models

There are two IntelliBrite Spa LED light models:

- IntelliBrite Spa White LED Light, 120 VAC, with integrated 12 VAC transformer, 50 ft. cord length* (P/N 640051)
- IntelliBrite Spa White LED Light, 12 VAC, (requires 120 VAC to 12 VAC transformer), 50 ft. cord length* (P/N 640054)

(*) cord length vary from 30 ft. to 100 ft.

IntelliBrite® Underwater Pool and Spa White LED Light Overview

This manual describes how to installation and setup the IntelliBrite underwater pool and spa white LED (light-emitting diode) light. The IntelliBrite pool and spa light provides brilliant white light for spectacular effects for your pool and spa. The unique IntelliBrite lens geometry provides a wider beam for greater underwater light reflection providing increased light intensity.

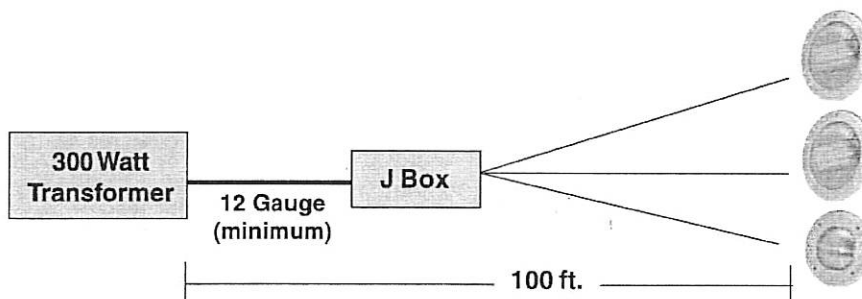
IntelliBrite LED lights are fully compatible with Pentair Water Pool and Spa® IntelliTouch®, EasyTouch® and SunTouch® automation system. For more information refer to the IntelliTouch User's Guide (P/N 520102), EasyTouch User's Guide (P/N 520584), and SunTouch User's Guide (P/N 520785).

Operating IntelliBrite White Pool or Spa LED lights

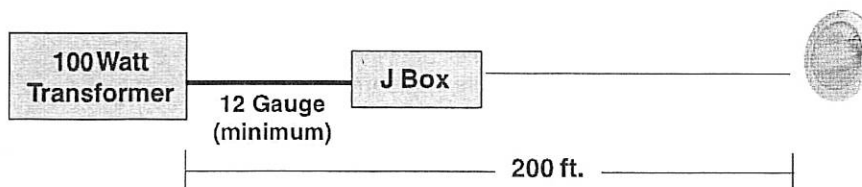
The IntelliBrite pool and spa white LED lights can be manually controlled using a standard wall-mount light switch. Multiple IntelliBrite lights can be connected via a junction box to a single switch so that all lights can be switched on and off together.

Using an External Transformer for Multiple IntelliBrite 12 VAC Lights

When using multiple IntelliBrite 12 VAC LED lights on a **300 Watt** transformer, it is recommended that no more than two (2) IntelliBrite pool lights and one (1) IntelliBrite Spa light be used. It is also recommended not to exceed 100 feet of total cable run between the transformer and light (see diagram below).



If a longer cable run is necessary, it is recommended that separate **100 Watt** transformers be used for each light with no more than 200 feet of total cable run between the transformer and light (see diagram below).



Troubleshooting

Use the following tips to help to resolve problems that might occur while operating the LED light.

Problem	Cause/Action
The light will not illuminate.	Check the ground fault wiring and reset if necessary.
Light does not function properly.	Check the light wiring connection to the junction box at the pool side and to the AC power switch. Be sure that there is proper AC power applied to the light.

IntelliBrite Pool and Spa White LED Light Installation

The following describes how to install the IntelliBrite pool and spa white LED light fixture. Read through pages 2 through 7 before starting the installation procedure.

BEFORE STARTING: The following steps 1-6 (page 3-4) describe the tasks that must be completed by the electrician before the IntelliBrite light fixture is installed. See Figure 1 diagram.

WARNING

Be sure that the pool or spa meets the requirements of the current National Electrical Code (N.E.C.) Article 680-22 and all local codes and ordinances. A licensed or certified electrician must install the electrical system to meet or exceed those requirements before the underwater light is installed. Some of the requirements of the National Electrical Code which the pool's electrical system must meet are as follows:

- The lighting circuit has a Ground Fault Circuit Interrupter (GFCI) for line voltage models, and has an appropriately rated circuit breaker.
- The Junction Box (or, for 12 volt models, the low voltage transformer) is located at least 8 inches above the maximum water level of the pool and at least 48 inches from the edge of the pool; see Figure 1.
- The light fixture and all metal items within 5 feet of the pool are properly electrically bonded.
- The wet niche is properly installed so that the top edge of the underwater light's lens is at least 18 inches below the surface of the water in the pool; see Figure 1. (Not more than 20" depth in Canada.)
- The wet niche is properly electrically bonded and grounded via the No. 8 AWG ground connector located at the rear of the niche; see Figure 1.

Note: The pool or spa electrical system can be verified with a Pool and Spa Electrical Qualification Test Kit. The test kit is available from Pentair Water Pool and Spa®. The electrical system inspection using this kit must be performed by trained and certified personnel.

- To be certain that the pool or spa electrical system meets all applicable requirements, the electrician should also consult the local building department.
- Use only Pentair Water Pool and Spa wet niches to insure proper bonding and grounding connections.

Installing the IntelliBrite White LED light (after electrical requirements are met)

1. Feed cord through conduit to Junction Box, leaving at least four (4) feet of cord at the light fixture to coil around the light; see Figure 1. The four (4) feet of cord around the light allows the light to be serviced after the pool is filled with water.

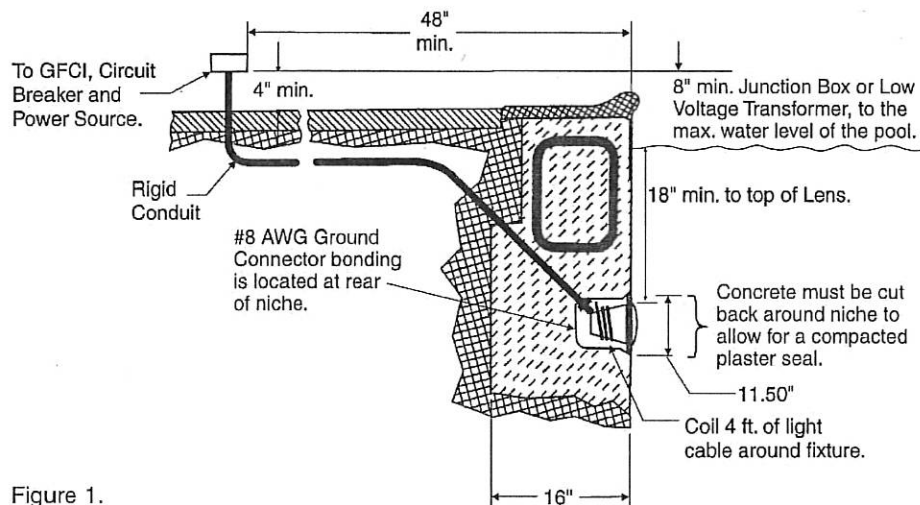


Figure 1.

2. Cut the cord at the Junction Box, leaving at least six (6) inches of cord to make connections.
3. Strip back six (6) inches of the outer cord jacket to expose the three insulated wires (be careful not to damage the insulation on the three (3) inner wires).
4. Connect all three (3) wires to the corresponding circuit wires in the Junction Box and secure the Junction Box cover in place.

⚠ WARNING

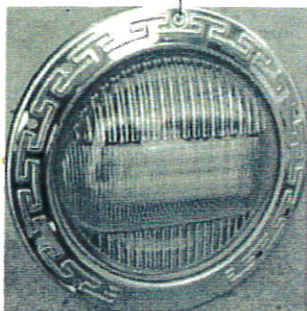
Never operate this underwater light for more than ten (10) seconds unless it is totally submerged in water. Without total submersion, the light assembly will get extremely hot, which may result in serious burns or in breakage of the lens. This may result in serious injury to pool users, installers, or bystanders, or in damage to property.

5. Install the IntelliBrite light assembly into the niche and tighten the special bronze pilot screw.

⚠ WARNING

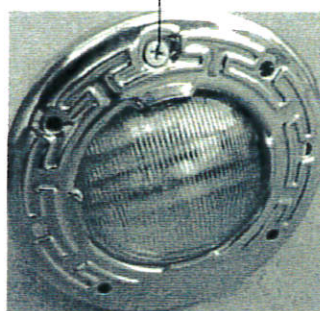
Use only the **special pilot screw provided** with this underwater light. This screw mounts and electrically grounds the housing securely to the mounting ring and wet niche. Failure to use the screw provided could create an electrical hazard which could result in death or serious injury to pool users, installers or others due to electrical shock.

Pilot screw



IntelliBrite Pool White LED Light

Pilot screw



IntelliBrite Spa White LED Light

6. Fill the pool until the underwater light is completely submerged in water before operating the light for more than ten (10) seconds.
7. **Final check for proper light operation:** To check for proper operation, switch on the main switch or circuit breaker, and the switch that operates the IntelliBrite underwater light itself. The light should illuminate when power is applied. If not recheck the installation steps starting with Step 1 (page 3)

**FOR INTELLIBRITE POOL AND SPA WHITE LED LIGHT REMOVAL
AND INSTALLATION INSTRUCTIONS SEE:**

- IntelliBrite Pool White LED Light Removal and Installation instructions, on page 5.
- IntelliBrite Spa White LED Light Removal and Installation instructions, on page 11.

Replacing the IntelliBrite Pool White LED Light Assembly

⚠ DANGER



DANGER!

RISK OF ELECTRICAL SHOCK OR ELECTROCUTION

Always disconnect power to the pool light at the circuit breaker before servicing the light. Failure to do so could result in death or serious injury to installer, serviceman, pool users, or others due to electrical shock.

1. **Turn off main electrical switch or circuit breaker**, as well as the switch which operates the IntelliBrite LED underwater light itself.
2. Before starting make sure that you have a new lens gasket (P/N 79101600) and a IntelliBrite LED pool light assembly (P/N 619834Z) ready to install.

⚠ WARNING

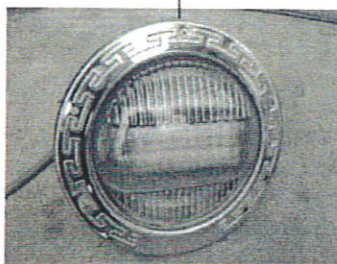
Replace the LED light assembly with the same type and wattage. Failure to replace the LED light assembly with the same type will damage the LED light assembly and may cause an electrical hazard resulting in death or serious injury to pool users, installers, or others due to electrical shock, and may also cause damage to property.

⚠ WARNING

Always install a new lens gasket (P/N 79101600) whenever disassembling the IntelliBrite LED light assembly. Failure to do so may permit water to leak into the assembly which could cause:

- (a) an electrical hazard resulting in death or serious injury to pool users, installers, or others due to electrical shock, or
- (b) breakage of the lens, which likewise could result in serious injury to pool users, installers, or bystanders, or in damage to property.

Pilot screw



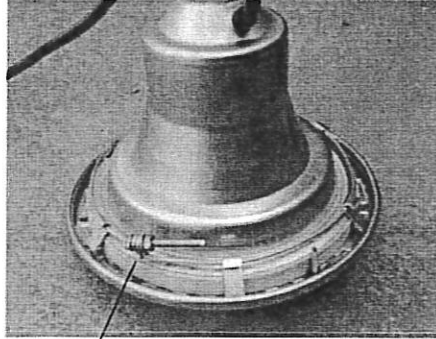
3. **REMOVING THE INTELLIBRITE LED LIGHT:** Remove the pilot screw at top of face ring, remove the light assembly from the niche. Place the assembly on the deck. **Note:** It is not necessary to drain down the pool.

⚠ WARNING

Be sure to keep the pilot screw from the IntelliBrite LED underwater light. This screw mounts and electrically grounds the housing securely to the mounting ring and wet niche. Failure to use the screw provided could create an electrical hazard which could result in death or serious injury to pool users, installers or others due to electrical shock.

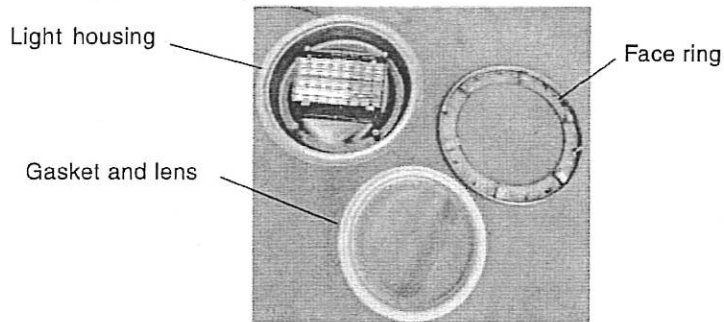
6

4. Using a 1/4" nut driver and a #3 Phillips screwdriver, remove the nut uni-tension wire clamp. Place the nut aside for reinstallation.
5. Remove the face ring and wire clamp from the light housing.

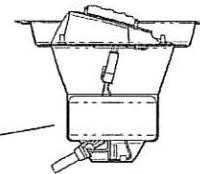
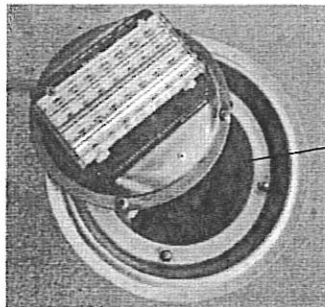
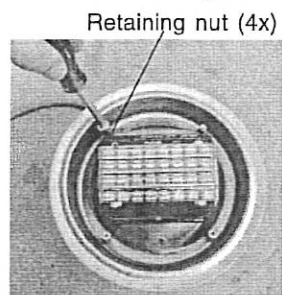


Spring clamp: Remove nut and screw

6. With the light resting on its base, carefully pry off the gasket to remove the lens. Discard the gasket. A NEW LENS GASKET (P/N 79101600) MUST BE USED EACH TIME THE LIGHT IS REASSEMBLED. See page 10 for replacement kit part numbers.

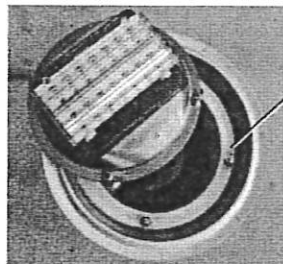


7. Using a 1/4" nut driver, carefully remove the four retainer nuts from the LED light assembly. Place the nuts aside for reinstallation.
8. Unplug the LED light assembly connector and remove the assembly from the housing.



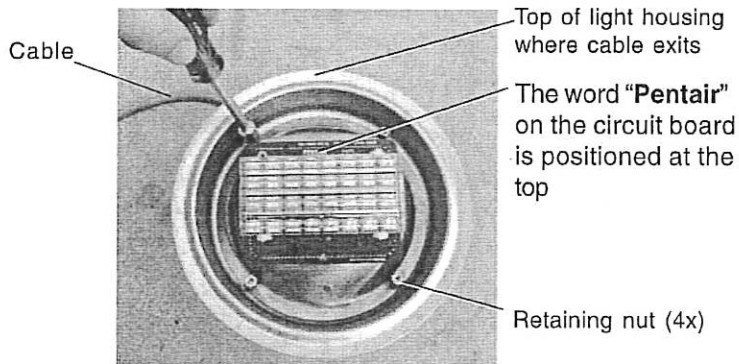
Unplug the LED light assembly connector to remove the light assembly from its housing

9. **INSTALLING THE INTELLIBRITE LED LIGHT WITH NEW GASKET:** Install a new gasket (P/N 79101600, see page 10) during reassembly of the IntelliBrite LED light. A NEW LENS GASKET MUST BE USED EACH TIME THE LIGHT IS REASSEMBLED.
10. Clean the inside surface containing the four mounting studs with isopropyl alcohol. Be sure to keep the underside of the new IntelliBrite LED assembly clean.



Clean this surface before installing the light assembly

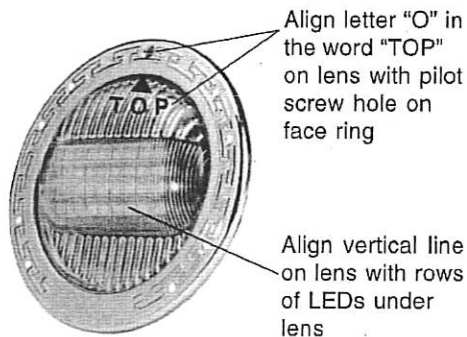
11. Connect the IntelliBrite LED light plug to the connector in the light housing. Lower the LED light assembly into the light housing. Be sure that there are no wires caught between the housing and the back of the light assembly.
12. Orientate the light assembly so that the word "**Pentair**" on the circuit board is positioned at the top (where cable exits) as shown below.



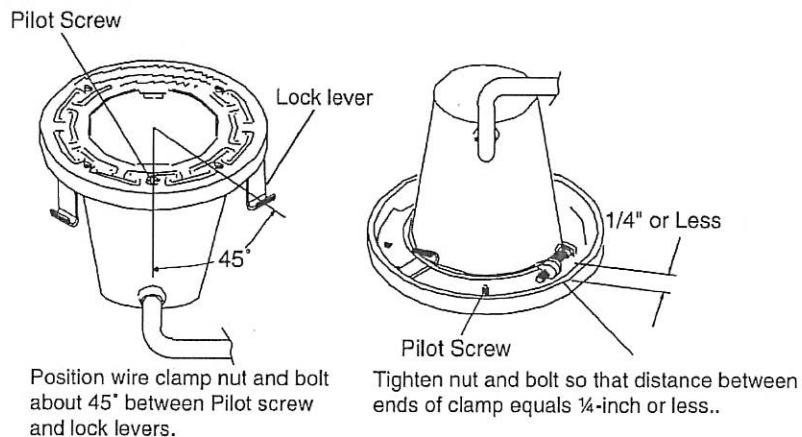
13. With the housing resting on its base, carefully align the four screws holes of the light assembly and the housing base. Using a 1/4" nut driver, secure the light assembly in place with the four (4) retaining nuts.

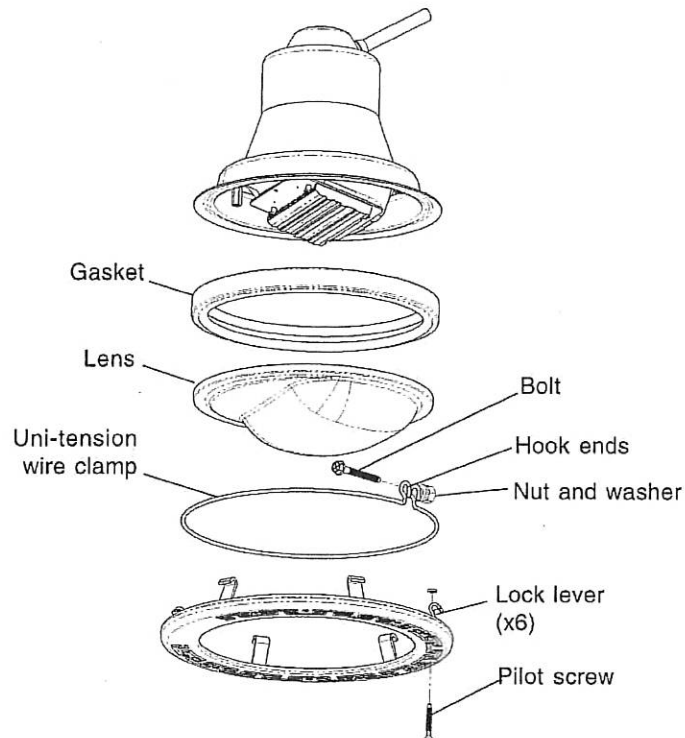
14. Install the new gasket onto the lens:

- a) With the light housing resting on its base, place the lens then the gasket on top of the light housing.
- b) Place the face ring on top of the gasket. Make sure that the lens and gasket are centered correctly on the light housing.
- c) **Aligning the face ring and lens:** Align the face ring and lens so that the letter "O" in the word "TOP" (and the small arrow above it) on the surface of the lens points to the pilot screw hole on the face ring.
- d) **Aligning the lens position with the LEDs:** While looking through the front of the lens, slightly rotate the lens until the vertical lines on the lens are in focus with the four (4) rows of LEDs below.



15. With the hook ends of the circular uni-tension clamp pointing down, spread the clamp and place it in the "U" recesses of the locking levers. Be sure the hook ends of the clamp are located between the pair of locking levers as shown below and that the wire clamp is properly engaged with all of the lock levers.
16. Place a cloth on the ground to protect the lens. Turn the light over so the lens is resting on the cloth. Be sure the orientation of the wire clamp and the bolt connection is positioned at 45°.
17. Tighten the bolt and nut until the distance between the ends of the clamp equals 1/4-inch or less.





18. **PROCEED TO “Replacing the IntelliBrite White LED Light Assembly (in an existing pool or spa)” on page 16 for pool light assembly installation instructions.**

IntelliBrite Pool White LED Light Replacement Kit Part Numbers

Pilot screw with
captive gum washer

Face ring

Uni-tension
wire clamp
assembly

Lens

Gasket

IntelliBrite LED
Pool light assembly

Note: A 120 VAC to 12 VAC external transformer is required for the 12 VAC model IntelliBrite LED Pool light. See page ii for more information.

Kit Part No.	Description
600095	Face Ring assembly, stainless steel. - Uni-tension wire clamp assembly. - Gasket, 8-3/8 in. diameter, off white.
600096	Replacement Lens Kit. - Gasket, 8-3/8 in. diameter, off white. - Lens, IntelliBrite, Pool, 8-3/8 in. diameter, tempered.
619834Z	Replacement Kit (light assembly, white LED). - Uni-tension wire clamp assembly. - Gasket, 8-3/8 in. diameter, off white.
79104800	Pilot screw, with captive gum washer.
79101600	Gasket, 8-3/8 in. diameter, off white.

Note: The 120 Volt IntelliBrite White light has an integrated 12 Volt transformer.

IntelliBrite® Pool and Spa White LED Light Installation and User's Guide

Replacing the IntelliBrite Spa White LED Light Face ring and Gasket (P/N 640045) or Gasket and Lens (640046) see page 15

Note: When replacing an IntelliBrite Spa White LED light assembly, a new spa light assembly includes a light engine, lens, gasket and face ring (for part light assembly part numbers, see page ii).

⚠ DANGER



DANGER!

RISK OF ELECTRICAL SHOCK OR ELECTROCUTION

Always disconnect power to the pool light at the circuit breaker before servicing the light. Failure to do so could result in death or serious injury to installer, pool professional, pool users, or others due to electrical shock.

1. **Turn off main electrical switch or circuit breaker**, as well as the switch which operates the IntelliBrite LED underwater light itself.

⚠ WARNING

Replace the LED light assembly with the same type and wattage. Failure to replace the LED light assembly with the same type will damage the LED light assembly and may cause an electrical hazard resulting in death or serious injury to pool users, installers, or others due to electrical shock, and may also cause damage to property.

⚠ WARNING

Always install a new lens gasket (see page 15 for kit part numbers) whenever disassembling the IntelliBrite LED light assembly. Failure to do so may permit water to leak into the assembly which could cause: **(a)** an electrical hazard resulting in death or serious injury to pool users, installers, or others due to electrical shock, or **(b)** breakage of the lens, which likewise could result in serious injury to pool users, installers, or bystanders, or in damage to property.

Pilot screw



IntelliBrite Spa White LED Light

2. **REMOVING THE INTELLIBRITE LED LIGHT:** Remove the pilot screw at top of face ring, remove the light assembly from the niche. Place the assembly on the deck. **Note:** It is not necessary to drain down the pool.

⚠ WARNING

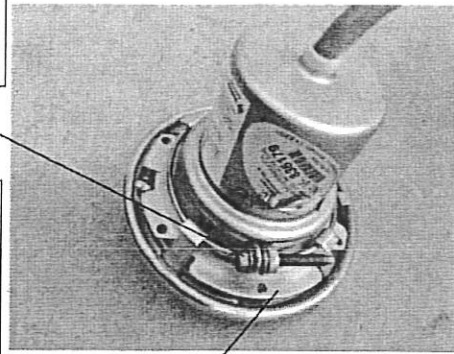
Be sure to keep the pilot screw from the IntelliBrite LED underwater light. This screw mounts and electrically grounds the housing securely to the mounting ring and wet niche. Failure to use the screw provided could create an electrical hazard which could result in death or serious injury to pool users, installers or others due to electrical shock.

4. Using a number three (3) Phillips head screwdriver loosen the screw and remove uni-tension wire clamp from the face ring.
5. Remove the face ring and wire clamp from the light housing and set aside for installation later.

Note: A 120 VAC to 12 VAC external transformer is required for the 12 VAC model IntelliBrite LED Spa light. See page 9 for more information.

Loosen the Phillips screw to remove wire clamp

Note: The IntelliBrite Spa Light fixture is a sealed light assembly which is replaceable. The lens, gasket and face ring can be removed from the sealed light assembly for replacement. See page 15 for replacement kit part numbers.



IntelliBrite spa light fixture with lens, gasket and face ring attached

6. With the light assembly resting on its base, carefully pry off the gasket to release the lens. Discard the gasket. A NEW LENS GASKET MUST BE USED EACH TIME THE SPA LED LIGHT IS REASSEMBLED
7. Disconnect the IntelliBrite Spa LED light assembly cable from the junction box and discard the light assembly.



8. INSTALLING THE INTELLIBRITE SPA LED WHITE WITH NEW GASKET:

Install a new gasket during reassembly of the IntelliBrite spa LED white light. A NEW LENS GASKET MUST BE USED EACH TIME THE LIGHT IS REASSEMBLED.

9. Install the new gasket onto the lens:

a) With the light housing resting on its base, place the lens then the gasket on top of the light housing.

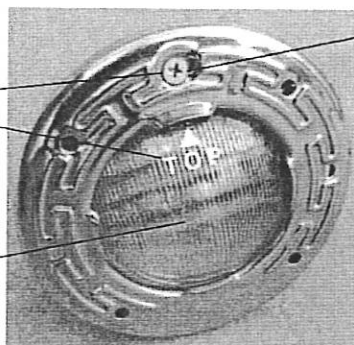
b) Place the face ring on top of the gasket. Make sure that the lens and gasket are centered correctly on the light housing.

c) **Aligning the face ring and lens:** Align the face ring and lens so that the letter "O" in the word "TOP" and the small arrow above it) on the surface of the lens points to the pilot screw hole on the face ring.

d) **Aligning the lens position with the LEDs:** While looking through the front of the lens, slightly rotate the lens until the vertical lines on the lens are in focus with the four (5) rows of LEDs below.

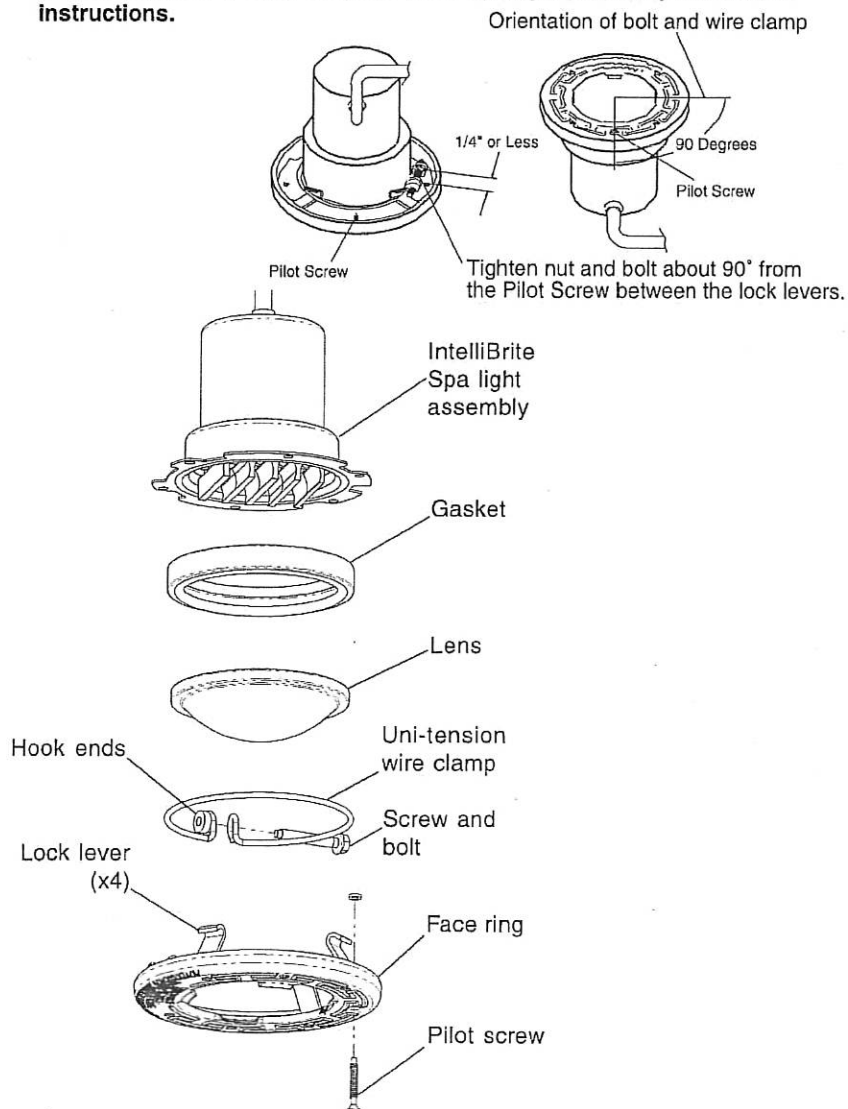
Align letter "O" in
the word "TOP"
on lens with pilot
screw hole on
face ring

Align vertical line
on lens with rows
of LEDs under
lens

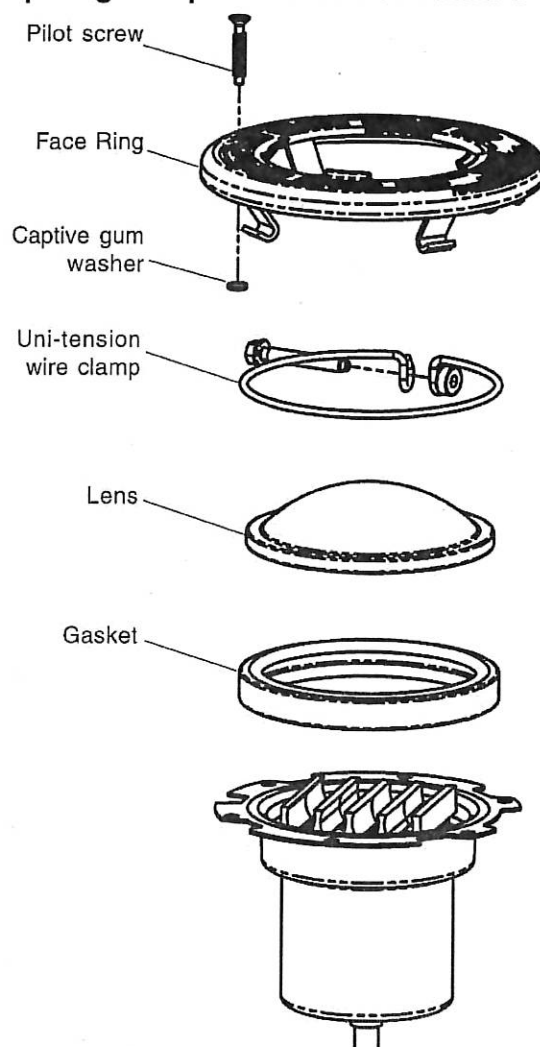


Pilot screw

10. With the hook ends of the circular uni-tension wire clamp pointing down, spread the clamp and place it in the "U" recesses of the locking levers. Be sure the hook ends of the wire clamp are located between the pair of locking levers as shown below and that the clamp is properly engaged with all of the lock levers.
11. Place a cloth on the ground to protect the lens. Turn the light over so the lens is resting on the cloth. Tighten the bolt and nut until the distance between the ends of the clamp equals $\frac{1}{4}$ -in or less.
12. **PROCEED TO "Replacing the IntelliBrite White LED Light Assembly (in an existing pool or spa)" on page 16 for spa light assembly installation instructions.**



IntelliBrite Spa Light Replacement Kit Numbers



Kit Part No.	Description
640045	Face ring assembly, stainless steel - Uni-tension wire clamp assembly - Gasket, 4 in diameter, off white
640046	Gasket, 4 in diameter, off white - Lens, IntelliBrite, Spa, 4 in diameter, tempered
79104800	Pilot screw, with captive gum washer
79108500	- Gasket, 4 in diameter, off white

Note: A 120 VAC to 12 VAC external transformer is required for the 12 VAC model IntelliBrite LED Spa light. See page ii for more information.

Replacing the IntelliBrite Pool or Spa White LED Light Assembly (in an existing pool or spa)

Risk of Electrical Shock or Electrocutation!	
	This underwater light must be installed by a licensed or certified electrician or a qualified pool professional in accordance with the National Electrical Code and all applicable local codes and ordinances. Improper installation will create an electrical hazard which could result in death or serious injury to pool users, installers or others due to electrical shock, and may also cause damage to property. Always disconnect the power to the pool light at the circuit breaker before servicing the light. Failure to do so could result in death or serious injury to serviceman, pool users or others due to electrical shock.

Verify that the pool and spa meets the requirements of the current National Electrical Code and all local codes and ordinances. A licensed or certified electrician must install the electrical system to meet or exceed those requirements before the underwater light is installed. Some of the requirements of the National Electrical Code which the pool's electrical system must meet are as follows:

- The lighting circuit has a Ground Fault Circuit Interrupter (GFCI) for line voltage models, and has an appropriately rated circuit breaker.
- The Junction Box (or, for **12 volt models**, the low voltage transformer) is located at least eight (8) inches above ground level and at least 48 inches from the edge of the pool; see Figure 1 on page 3.
- The light fixture and all metal items within five (5) feet of the pool are properly electrically bonded.
- The wet niche is properly installed so that the top edge of the underwater light's lens is at least 18 inches below the surface of the water in the pool; see Figure 1 on page 3.
- The wet niche is properly electrically bonded and grounded via the No. 8 AWG ground connector located at the rear of the niche; see Figure 1.

Note: The pool and spa electrical system can be verified with a *Pool and Spa Electrical Qualification Test Kit*. The test kit is available from Pentair Water Pool and Spa. The electrical system inspection using this kit must be performed by trained and certified personnel.

- To be certain that the pool's electrical system meets all applicable requirements, the electrician should also consult the local building department.
- Use only Pentair Pool Products® wet niches to insure proper bonding and grounding connections.

Replacing the IntelliBrite Pool or Spa White LED light (after electrical requirements are met)

The following installation instructions describe how to install the IntelliBrite white pool and spa LED light assembly after completing the LED light engine removal and replacement procedures. Refer to:

- **IntelliBrite Pool White LED Light Removal and Installation instructions, on page 5.**
- **IntelliBrite Spa White LED Light Gasket, Face Ring and Lens Removal and Installation instructions, on page 11.**

WARNING

Failure to bring the pool or spa's electrical system up to code requirements before installing the underwater light will create an electrical hazard which could result in death or serious injury to pool users, installers, or others due to electrical shock, and may also cause damage to property.

1. **WARNING! Switch off main electrical switch or circuit breaker, and the switch which operates the IntelliBrite underwater light.**
2. **To remove light fixture assembly from the pool.** Remove the special bronze pilot screw at top of face ring. Remove the IntelliBrite light assembly from the niche and place it on the deck.
3. Remove Junction Box cover, disconnect the light fixture wires, and pull the cord through the conduit.
4. Feed the new light fixture cord through the conduit from the niche to the Junction Box. **Note:** Depending on the length of the conduit, special tools may be required to pull the cord through the conduit.
5. Leave at least four (4) feet of cord to coil around the light fixture; see Figure 1 on page 3. This four (4) feet of cord coiled around the light allows the light to be serviced after the pool is filled with water.
6. Cut the cord at the Junction Box, leaving at least size (6) inches of cord to make connections.
7. Strip six (6) inches of the outer cord jacket from the cord to expose the three insulated wires – Be careful not to damage the insulation on the three inner wires.
8. Connect all three wires to the corresponding circuit wires in the Junction Box (black wire to power, white wire to common, and green wire to ground) and secure the Junction Box cover in place.

⚠ WARNING

Never operate this underwater light for more than ten (10) seconds unless it is totally submerged in water. Without total submersion, the light assembly will get extremely hot, which may result in serious burns or in breakage of the lens. This may result in serious injury to pool users, installers, or bystanders, or in damage to property.

9. Install the IntelliBrite light assembly into the niche and tighten the special bronze pilot screw.

⚠ WARNING

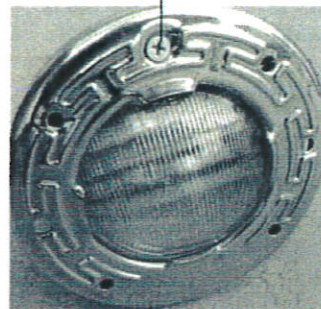
Use only the **special pilot screw provided** with this underwater light. This screw mounts and electrically grounds the housing securely to the mounting ring and wet niche. Failure to use the screw provided could create an electrical hazard which could result in death or serious injury to pool users, installers or others due to electrical shock.

Pilot screw



IntelliBrite Pool White LED Light

Pilot screw



IntelliBrite Spa White LED Light

10. Fill the pool/spa until the IntelliBrite underwater LED light is completely submerged in water before operating the light for more than ten (10) seconds.
Note: The light should never be powered on out of the water for more than 10 seconds. Switch on main switch or circuit breaker, as well as the switch which operates the underwater light itself to verify that the light is operating correctly.

Notes



P/N 619838 Rev B

5/16/22

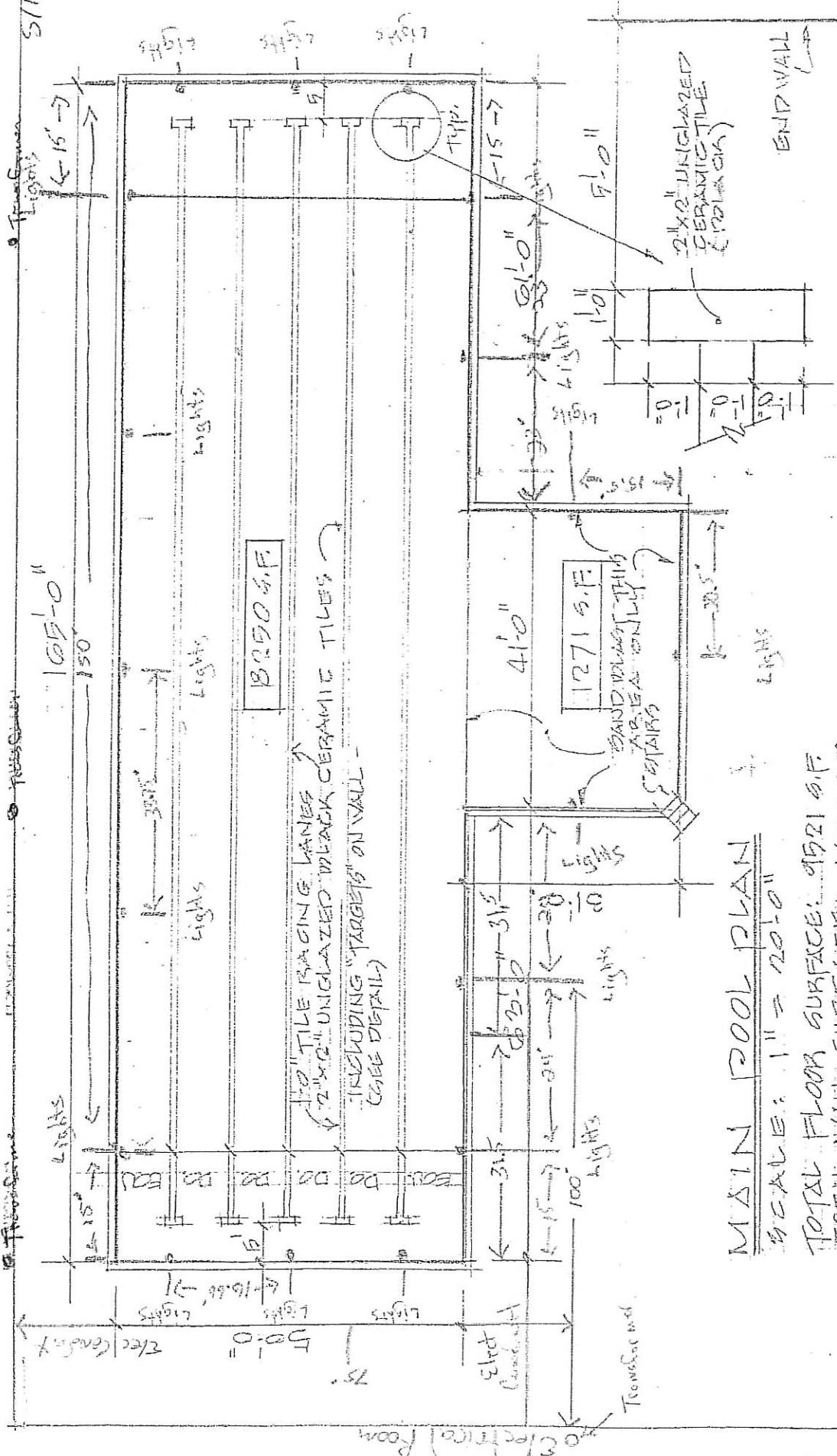
ॐ नमो भगवते वासुदेवाय

1000

• Transsexual
Society - 2010

- Transformer

5/16/32



END OF RACING LINES

SCALE: 3/8" = 1'-0"

RESOLUTION OF

GINNY DUNFEL MUNICIPAL POOL

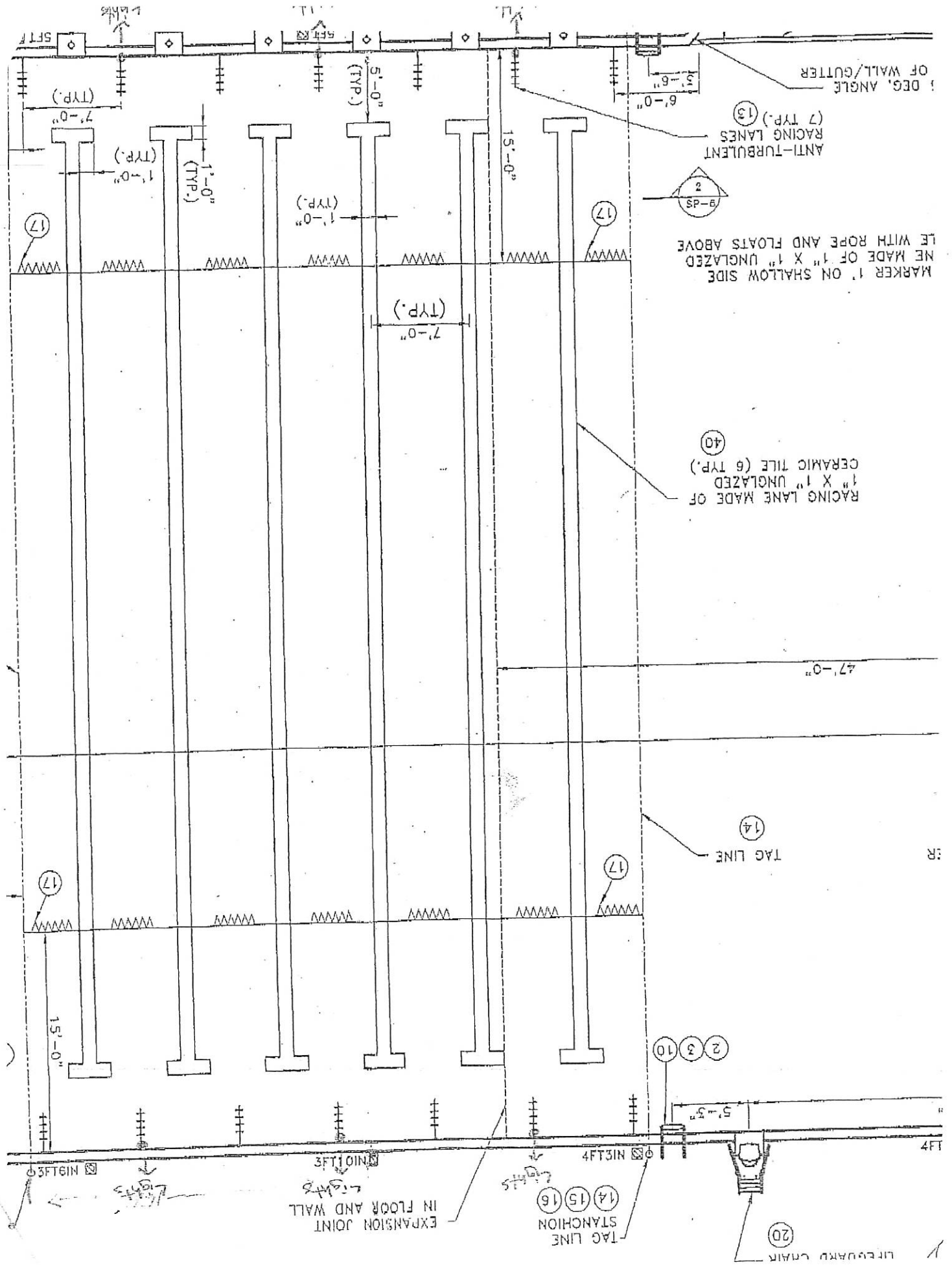
60 1/2 CHERRY STREET

WEST ORANGE, N.J. 07052

PREPARED BY:
KELLY B. C.

ENGINEERING DEPT.
N. O. D. B. W.

1970-1971



Fwd: Florham Park Pool Renovations

James Latore <jlalore@westorange.org>

Thu 8/11/2022 1:34 AM

To: Joe Pelose <JPelose@westorange.org>

 4 attachments (945 KB)

FP107-Model.pdf; image001.png; Florham Park Pool 2014-12-16 012.jpg; Florham Park Pool 2014-12-16 020.jpg;

Can you please print this email for me?

Sent from my iPhone

Begin forwarded message:

From: Carmine Coscia <carminecoscia@cfmconstruction.com>

Date: August 10, 2022 at 7:15:10 PM EDT

To: James Latore <jlalore@westorange.org>

Subject: Florham Park Pool Renovations

Jim,

Attached is construction plan for the Florham Park Pool Renovations. The location of the underwater lights noted as "B" are shown on the plan.

Also attached are some photos of the underwater light niches installed in the existing concrete pool shell.

Call me if you have any questions.

Thanks,

Carmine Coscia

CFM Construction, Inc.
5 Bay Street
Stirling, New Jersey 07980
P: (908) 903-9477
F: (908) 903-9478







Via Email

September 13, 2022

09022.1429 Rev-1

Mr. Leonard R. Lepore, Municipal Engineer
Municipal Engineer/Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Education

Energy Utility

Healthcare

Public Works

Real Estate

Science & Technology

Re: **Ginny Duenkel Pool - Main Pool Underwater Lighting Improvements**
PS&S Proposal for Engineering Services

Dear Mr. Lepore:

Paulus, Sokolowski and Sartor, LLC (PS&S) is pleased to submit this proposal to provide professional engineering services to the Township of West Orange for design, construction documentation, bid review, and construction administration services for the main pool underwater lighting improvements to the West Orange Ginny Duenkel Township pool. We understand the main pool has a footprint of approximately 9,500 square feet. An adjacent wading pool covers approximately 1,600 square feet but is not subject of this proposal.

1.0 SCOPE OF SERVICES

In accordance with recent correspondence, we understand that the Township desires to have certain improvements made to the Ginny Duenkel Main pool. These improvements include new underwater lights of the Main Pool and the replacement of two existing electrical panels in the existing Electrical Room. PS&S proposes to provide the following professional engineering services in support of this project:

- A. Review of pool record construction plans and schematic plans and equipment catalog cut sheets.
- B. Perform a field visit to confirm/verify existing conditions at the site.
- C. Design and specifications for the installation of fifteen new underwater lights of the Main Pool, and replacement of two existing electrical panels in the existing Electrical Room.
- D. Provide twelve (12) sets of bid documents.
- E. Provide construction administration services including review and processing of contractor submittals (shop drawings, samples, etc.), response to RFI's, and contractor payment requisition submissions. PS&S assumes a total of up to one (1) site visit during the entire construction period anticipated to be one month.

2.0 ASSUMPTIONS AND EXCLUSIONS

We assume the following in our proposal:

1. Structural repairs/modifications to the pool are not anticipated/included, with the exception of work associated with the new underwater lights.

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com



September 12, 2022

2. The design/technical specifications are anticipated to be on the drawings, and that book specifications are not required.
3. All Application and Permit fees will be paid by Township of West Orange.
4. Full time or daily site visits during construction period is not required and not included in the proposal.

3.0 SCHEDULE

PS&S will commence work within five (5) days of authorization to proceed and estimates up to two (2) weeks to complete the design, specifications, and bid documents. The bid document review time by the Township of West Orange DPW is not included in the Schedule.

4.0 FEE, TERMS, AND CONDITIONS

PS&S proposes to provide the aforementioned Scope of Services for a **LUMP SUM** fee of **Eleven Thousand Eight Hundred Dollars (\$11,800.00)** as broken down below. These fees exclude any permit fees, which will be paid directly by the Township of West Orange. These services would be performed in accordance with the terms and conditions of the attached PS&S *Schedule of Charges & Hourly Rates* and *General Conditions of Service* both dated February 1, 2022.

Fee Breakdown	
Phase 010 – Design	\$8,100.00
Phase 020 – Construction Administration	\$2,700.00
Phase 990 – Expenses (printing, mail, mileage)	\$1,000.00
Total	\$11,800.00

5.0 AUTHORIZATION

We appreciate the opportunity to prepare this proposal, and we look forward to working with you on this project. Should you find this proposal to be acceptable, please return a signed copy for our files.

Very truly yours,

PAULUS SOKOLOWSKI and SARTOR, LLC

Michael P. Cohen, PE, PMP
Sr. Vice President

cc: F. Chen (PS&S), T. Conlon (PS&S)



Township of West Orange
Ginny Duenkel Pool Mian Pool Underwater Lighting Improvements
September 12, 2022

Page 3

attach.

PROPOSAL ACKNOWLEDGED AND ACCEPTED:	
CLIENT:	Township of West Orange, NJ
SIGNATURE:	
NAME:	
TITLE:	
DATE:	



3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 090221429

Date: 09/12/2022

SCHEDULE OF CHARGES & HOURLY RATES

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates. These rates are effective February 1, 2022, but may be modified any time six months thereafter by PS&S, depending on market conditions. PS&S reserves the right to add or modify title names within each established billing rate category at any time.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

<u>Billable Hourly Rate</u>	<u>Title</u>
-----------------------------	--------------

\$ 215	Executive VP, Principal LSRP, SVP; VP
\$ 210	Sr. Director; Sr. Project (Architect, Designer, Engineer, LSRP, Manager, Planner, Scientist, or Surveyor)
\$ 205	Director; Project (Architect, Controls Manager, Designer, Engineer, LSRP, Planner, Scientist, or Surveyor); Project Manager II
\$ 190	Project Manager I; Sr. (Architect, Designer, Engineer, LSRP, Planner, Scientist, or Surveyor)
\$ 170	LSRP; Architect IV, Engineer IV, Planner IV; Designer VI, Scientist VI
\$ 155	Architect III, Engineer III, Landscape Architect III, Planner III, Project Controls III; Architectural Historian V, Designer V, Scientist V
\$ 145	Inspector III, Surveyor III
\$ 140	Architect II, Engineer II, Planner II; Archaeologist IV, CAD Technician IV, Designer IV, Scientist IV
\$ 135	Architect I, Engineer I, Planner I; Project Controls II; CAD Technician III, Designer III, Scientist III
\$ 125	Inspector II, Surveyor II
\$ 120	Architectural Historian II, CAD Technician II, Designer II, Scientist II
\$ 110	CAD Technician I, Designer I, Scientist I
\$ 95	Project Controls I; Admin II
\$ 95	Inspector I, Surveyor I
\$ 75	Technician I, Admin I

When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):

\$ 240	2-person crew
\$ 315	3-person crew

2. LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) CONDITIONS

When work performed by PS&S includes the services of an Licensed Site Remediation Professional ("LSRP"), the LSRP will use his or her professional judgment to make recommendations as to actions required based upon the LSRP's review of the applicable statutes, regulations and guidance documents. The Client acknowledges that the LSRP's recommendations or issuance of any Response Action Outcome ("RAO") shall not constitute: (i) any acceptance of liability on behalf of PS&S or any LSRP employed by PS&S; (ii) any form of guarantee, indemnity or insurance for any legal liability or obligation of the Client. Further, the Client acknowledges that when PS&S's services hereunder entail the use of professional judgment, PS&S is not providing any guarantee that any other professional reviewing PS&S's work hereunder will not offer different recommendations or reach different conclusions based on that professional's use of his or her judgment. The Client acknowledges that PS&S is not responsible to the Client or any third-party for costs resulting from a different recommendation or different conclusion rendered by another party.

Under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRRA"), the New Jersey Department of Environmental Protection (NJDEP) can audit and review an RAO and the Site Remediation Professional Board can review work performed by an LSRP. Further, an RAO can be invalidated if NJDEP determines that the RAO is not protective of human health and the environment. Neither PS&S nor the LSRP shall be held responsible for the invalidation of the RAO, and any services which might be required due to any such invalidation shall be considered an Additional Service.

The State has established mandatory and regulatory time frames to complete certain remediation requirements. If these time frames are not met, fines and potential NJDEP direct oversight could be imposed upon the Client. To the extent provided for in the scope of work, PS&S will advise the Client of deadlines and actions necessary to fulfill the requirements of such time frames. The Client acknowledges that PS&S's provision of such advice will not and does not shift responsibility for compliance with such time frames to PS&S. Further, if the Client delays in approving and proceeding with the recommendations of PS&S's LSRP in meeting these time frames or the Client delays in payment of services rendered by PS&S, which results in a delay to the progress of the project, the Client agrees that PS&S will not be held responsible or liable for any fees, fines, or financial impacts incurred as a result of NJDEP's direct oversight, fines, and fees.

Furthermore, the Client acknowledges that in the context of supporting any conclusions or recommendations made to any third-party or governmental entity, PS&S may be required to release or otherwise publish: data from tests performed on samples taken from the project location; physical observations of the project location; or other technical information obtained by PS&S regarding the physical conditions of the project location, including but not limited to, submissions made by PS&S's LSRP in connection with a project. Client expressly acknowledges that under SRRRA, if the LSRP identifies a condition at the Site that, in the professional judgment of the LSRP, is an Immediate Environmental Concern ("IEC") (as defined in the SRRRA), the LSRP is obligated to so advise the Client and to call the NJDEP's telephone hotline to advise the NJDEP of such IEC.



3 Mountainview Road
PO Box 403
Warren, NJ 07059

Proposal/Contract No: 090221429
Date: 09/12/2022

GENERAL CONDITIONS OF SERVICE

Page 1 of 4

These General Conditions of Service ("General Conditions") and PS&S's Schedule of Charges & Hourly Rates ("Rate Schedule") are attachments to this Proposal. Unless you (the Client) specifically exclude these General Conditions, they along with the Rate Schedule and the Proposal will comprise the agreed terms under which Services will be provided (hereinafter referred to as the "Professional Service Agreement" or "PSA") for the project described in the Proposal (the "Project"). Any Service that you request (or is required) that is not described in the Proposal is considered to be an Additional Service. Additional Services will require a written amendment to the Professional Service Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates on the attached Rate Sheet. These rates are effective for six months from February 1, 2022. PS&S reserves the right to increase its rates every six (6) months or amend the Billing Titles featured on the Rate Sheets. However, in no event shall the rates be increased by more than ten percent (10%). If PS&S is to be paid on a fixed-fee or lump-sum basis, compensation shall be paid either on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

Billing time for in-person meetings and / or site visits will commence and terminate from portal-to-portal to/from a PS&S office location.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Professional Service Agreement before PS&S will proceed with that work.

Any retainer payment must be returned with one (1) executed copy of this proposal prior to commencement of work and it shall be applied against the final invoice only and not against interim invoices. Should there be any balance due you at the end, it will be returned to you.

Further, it is specially understood and agreed that PS&S's fees are in no way contingent upon the plans or project being approved by any reviewing agency.

2. CHARGES FOR REIMBURSABLE EXPENSES

All Reimbursable Expenses incurred for a Project will be separately billed at actual cost plus fifteen percent (15%). Such expenses include, but are not limited to, costs for: subcontractor(s)/consultant(s); laboratory; reproduction [printing, binding, etc.]; special equipment required for Project execution; Project-required travel; special insurance coverage in excess of or different from PS&S's standard insurance coverage; special mailing and, any other costs particular to Project engagement. Mileage costs will be billed at the rate authorized by the Internal Revenue Service. If rental vehicles are used (at the option of PS&S), the actual rental charges plus fifteen percent (15%) will be billed instead of using the IRS mileage reimbursement rate.

3. TIME FOR PERFORMANCE

Delays created by scheduling of government meetings, or by any failure by the Client to timely respond to requests for input, information, or decisions may extend the Project schedule and require an increase in PS&S's compensation. If PS&S's Services have not been completed by the date established in the Proposal for the completion of Services, through no fault of PS&S, all PS&S Services provided thereafter shall be compensated on an hourly-rate basis using the rates attached, notwithstanding any other compensation amount set forth in the Proposal.

Neither party shall be liable to the other for any delay or failure in performance of any of the obligations under this Agreement to the extent such delay or failure is caused by any pandemic-related impact, fire, flood, earthquake, civil, governmental, or military authority, acts of God, war, terrorist acts, or other similar causes beyond a party's reasonable control and without the fault or negligence of the delayed or non-performing party.

4. PAYMENT

Invoices for all Services: will be issued on a monthly basis; are considered due upon receipt; and, must be paid within 30 days of the invoice date. Interest at one percent (1%) per month (but not exceeding any maximum rate allowed by law) will be charged on any invoice amount not paid within 30 days of the invoice date. All reasonable attorney's fees and costs incurred by PS&S to collect any delinquent amounts shall be added to the amount to be paid by the Client.

Effective Date: February 1, 2022



PS&S shall not be obligated to deliver any documents for governmental review, deliver any documents or Services for the next Project milestone, sign and seal documents (or any final Construction Documents), nor shall PS&S be obligated to commence providing any Services during the Construction Phase of a Project while any invoice for properly performed Services (or previously delivered document) is overdue and remains unpaid more than 30 days after invoice date. If any undisputed invoiced amounts are not paid within 60 days of invoice date, PS&S may suspend its Services or terminate this Agreement whether on this project or another PS&S engagement. Once Services are suspended for nonpayment, they will be resumed at the discretion of PS&S but only when all unpaid amounts, including accrued interest, are paid in full on all engagements. If PS&S terminates this Agreement for non-payment, the Client shall also be obligated to pay the reasonable costs associated with termination. A suspension of Services shall not preclude PS&S from later electing to terminate this Agreement for continued non-payment of its invoices. Any failure by PS&S to terminate or suspend Services shall not constitute a waiver of, nor be considered a limitation of, these or any other rights and remedies available at law or equity.

If the Client requests PS&S to suspend Project Services for more than 60 days, the Client shall pay PS&S a charge of not more than ten percent (10%) of the amount due for the remaining unperformed Services, as a condition for PS&S to resume the performance of its Services, according to a mutually acceptable revised Project Schedule. Projects with current payment status receive the first commitment of PS&S's resources.

5. TAXES

If applicable, the Client shall pay the cost of any sales, use, excise, value-added or other tax, which is or may become applicable to the Services, in addition to the amount of compensation due to PS&S under this Agreement.

6. STANDARD OF CARE AND PS&S'S RESPONSIBILITIES

PS&S shall perform its Services in a manner consistent with that level of skill and care ordinarily exercised by other professional consultants providing the same or similar Services, under similar circumstances and location that exist at the time of providing the Services. PS&S represents that it is duly qualified to provide the Services that are covered by this Agreement and that it is authorized to enter into and execute this Agreement. No other representation, express or implied, and no warranty or any guarantee is made as part of this Agreement, or in any report, document or other communication provided as part of the Services.

If changes are made by the Client or others that affect the design documentation or Services provided by PS&S, any PS&S liability for such changes and their consequences shall be waived by the Client, and Client shall have sole responsibility and liability for such changes and their consequences, unless PS&S was previously advised in writing of such changes, and allowed the proper time in accordance with applicable professional standards, to evaluate and consent to such changes. Client shall compensate PS&S for the time required to provide the evaluation required due to such changes.

PS&S's Services are provided to meet the applicable standards of care, applicable laws, building codes and regulations ("design requirements") for the submission of a permit application from governmental authorities with jurisdiction over the project. At times, these design requirements may be interpreted differently by certain government inspectors and building officials, resulting in changes to the design documents and the project construction, in some cases after permits and approvals have already been issued. Although these design changes may increase the construction costs of the Project, that does not mean that the design documents were not prepared to meet the applicable design requirements or professional standards. It is therefore expressly understood that any additional construction costs that may result, shall not be the basis for any claim for damages against PS&S; and, any design changes required to satisfy conditions of approval by any regulatory agency shall be billed on a time and materials basis as additional costs.

7. CLIENT'S RESPONSIBILITIES

The Client will provide to PS&S all available information pertinent to or required for the performance of PS&S's Services as described in this Agreement. PS&S will be permitted to rely on the accuracy and completeness of the Client-supplied information unless doing so would be a breach of the standard of care set forth in Section 6 above. The Client will provide PS&S access to all public and private property as necessary for PS&S to perform its Services and give prompt written notice to PS&S whenever the Client becomes aware of anything that could affect the Services.



8. PURCHASE/WORK/TASK ORDERS

If the Client issues a purchase/work/task order or other document related to PS&S's Services, it is agreed that such document is issued for Client's internal accounting purposes only and shall not amend, supplement, modify, or delete any terms or conditions of this Agreement regardless of the language on that purchase/work/task order. If there is any conflict between the terms and conditions of such purchase/work/task order and this Agreement, the terms and conditions of this Agreement shall govern.

9. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

PS&S and the Client each waive the right to make any claims against the other for consequential damages arising out of or related to this Agreement.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PS&S's total liability to the Client for any and all injuries, claims, losses, costs, damages, or claim expenses arising out of or related to this Agreement, however caused, shall not exceed the total amount of \$50,000 or the amount of PS&S's fee (whichever is greater).

11. PROJECT CONSTRUCTION AND SITE SAFETY

PS&S shall not be responsible for the means, methods, techniques, procedures, or sequence of construction, nor shall PS&S be held responsible for the safety precautions and programs of the Client's contractor(s) working at the Project Site, or any failure of those contractor(s) to comply with applicable laws, rules, or regulations. To the fullest extent permitted by law, neither PS&S nor any of its employees, consultants, authorized agents or representatives performing Services at the Project Site or elsewhere shall be liable for any injury occurring as part of the construction of the Project or any site work, due to a failure, breach or disregard of construction safety standards, procedures, Site-specific programs, transportation regulations, or industry practices at the construction Project (or Site) by the Client's contractors or others for whom PS&S is not responsible under this Agreement. PS&S shall only be responsible for the adherence and compliance of all PS&S employees, consultants, authorized agents and representatives with the Project-site safety programs and procedures, and the laws and regulations applicable to those for whom PS&S is responsible under this Agreement.

12. HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to in the Proposal, which is part of this Agreement, PS&S shall not be responsible to search for, detect, test, investigate or determine the presence of, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize hazardous, toxic or radioactive materials, mold, or any other pollutant or toxin within or adjacent to the Project or Site, which is the subject of this Agreement.

13. DOCUMENTATION AND ELECTRONIC MEDIA LIMITATIONS

- A. All drawings, specifications and/or other documents created by PS&S ("Documents") are instruments of service prepared for the Project. PS&S, as the author, retains the intellectual property rights in the Documents, subject to the licenses and rights to use granted in this Agreement.
- B. PS&S grants to the Client an unlimited license to make and retain electronic copies of Design Documents but solely in connection with its use on the Project. The Design Documents are not intended or represented to be suitable for use by Client or others to prepare shop drawings, for extensions of the Project at or on land adjacent to the Project Site or at any location other than the Project Site. Client shall not add to, modify or alter nor allow others to add to, modify, or alter the Design Documents including any printed copies of the Documents, unless Client shall have removed all references to "Paulus, Sokolowski and Sartor," "PS&S" and any other references, marks, and the like [including metadata or other electronic tags] that relate in any way to, or can be used to identify PS&S as the author of the Documents.
- C. Client shall indemnify, defend, save and hold PS&S, its subconsultants and each of their partners, officers, shareholders, directors and employees harmless from and against any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising as the result of: i) Client's failure to comply



with any of the requirements of this Section 13; or ii) any different, unintended use, addition to, modification, alteration, change to or misinterpretation of the Documents by Client, or any party that receives the Documents from the Client (the "User"), without the knowledge and consent of PS&S.

- D. Files provided in electronic media format [text, data, graphics, or other types of information] are furnished only for the convenience of Client and/or its authorized users. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Users shall perform acceptance tests or procedures and provide notice of any issues or irregularities upon receipt of the files. Otherwise, the Users shall be deemed to have accepted the data transferred. PS&S shall not be responsible to maintain Documents stored in electronic media format after acceptance by the Client or its Users.
- E. When transferring documents in electronic media format, PS&S makes no representations as to long-term compatibility, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PS&S. Documents that may be relied upon by the Client, or its User(s) are limited to the versions that are signed and sealed by PS&S.
- F. Client accepts that the conversion of the printed versions of Documents into electronic media format or conversion of Documents from the format supplied by PS&S to another format may introduce errors or other inaccuracies. Client and its Users shall confirm the accuracy of the Documents before using them. Client accepts all responsibility for any errors or inaccuracies arising from the conversion of the Documents to another client-selected format, and releases PS&S and its subconsultants from any liability, costs, losses, or damages or expenses arising as the result of conversion errors or inaccuracies.

14. INSURANCE

PS&S will procure and maintain such insurance as will protect it from: claims related to or arising from Workers' Compensation Acts; claims for damages arising from bodily injury, sickness, disease or death of any and all employees or of any person other than such employees; claims or damages arising from injury to or destruction of property including loss of use resulting therefrom; and claims arising out of the performance of our professional services. A Certificate of Insurance shall be forwarded to the CLIENT if requested upon receipt of signed agreement evidencing our workers compensation policy coverage, general liability policy coverage, automobile liability coverage, excess coverage, professional liability coverage, and pollution liability coverage.

15. OTHER TERMS

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey excluding any choice-of-law principles, including those of the law of the state where the Project is located that would require the application of the laws of a jurisdiction other than New Jersey.

Each party to this Agreement for itself, its successors and in respect of its property, irrevocably consents and agrees that: i) any legal action or proceeding with respect to this Agreement will be brought in a state or federal court in the State of New Jersey, which shall be the exclusive jurisdiction for all legal matters and any appeals; and ii) irrevocably waives any objection that it may have now or later to the laying of venue of any of the aforesaid actions or proceedings in a location in the State of New Jersey.

If any term of this Agreement or its application to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement and/or the application of terms or provisions other than those that are found to be invalid or unenforceable, shall not be affected, and this Agreement shall be valid, binding, and enforceable to the fullest extent permitted by law.

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>
Minette Grosso McKenna Angel Foundation, Inc.	November 13, 2022 Tricky Tray	25 Prospect Ave.	7786
W.O. Mountaineer Cheer, Inc.	Various Dates On Premise 50/50	51 Conforti Ave.	7787

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

Susan McCartney
Council President

Adopted: September 20, 2022

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A 40A: 11-1), for the project Watchung Avenue Improvements Project; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive six bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the project Road Reconstruction Kingsley Street be awarded to:

**CIFELLI & SON GENERAL CONSTRUCTION, INC.
4 COPPOLA STREET
NUTLEY, NEW JERSEY 07110**

in the amount of \$280,518.25 .

BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

BE IT FURTHER RESOLVED that the award is contingent upon the Federal clearance of the contractor by the Essex County Division of Housing and Community Development.

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

Susan McCartney, Council President

Adopted: September 20, 2022

I hereby certify funds are available from:

**ACCOUNT NO. 2021 CDBG \$108,000.00
Capital Budget 2021 \$172,518.25
Acct No. 03 2661 21 0500 110**

John O. Gross, Chief Financial Officer

SUMMARY OF BIDS

1.	Cifelli & Son General Construction 81 Franklin Avenue Nutley, NJ 07110	\$280,518.25
2.	Riverview Paving 859 Willow Grove Street Hackettstown, NJ 07840	\$285,928.00
3.	American Asphalt and Trucking 818 Summer Avenue Newark, NJ 07104	\$314,033.52
4.	Crossroads Paving Company 386 South St. #169 Newark, NJ 07105	\$320,598.75
5.	A&J Contractors Group, Inc. 105 Federal Road Monroe, NJ 08831	\$316,027.00
6.	D.L.S. Contracting 36 Montesano Road Fairfield, NJ 07004	\$397,161.00

ROAD RECONSTRUCTION KINGSLEY STREET
BIDS RECEIVED ON: SEPTEMBER 14, 2022
ENGINEER'S TABULATION OF BASE BIDS

				1		2		3	
				CIFELLI & SON GENERAL CONSTRUCTION		RIVERVIEW PAVING		AMERICAN ASPHALT AND TRUCKING	
				Contractor Name 4 Coppola Street		Contractor Name 859 WILLOW GROVE STREET		Contractor Name 818 SUMMER AVENUE	
				Street Address NUTLEY NJ 07110		Street Address HACKETTSTOWN NJ 07840		Street Address NEWARK NJ 07104	
				City	State/Zip	City	State/Zip	City	State/Zip
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	L.S.	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
2	CONSTRUCTION LAYOUT	1	L.S.	\$ 500.00	\$ 500.00	\$ 2,700.00	\$ 2,700.00	\$ 1.00	\$ 1.00
3	INLET FILTER	6	UNIT	\$ 10.00	\$ 60.00	\$ 25.00	\$ 150.00	\$ 0.01	\$ 0.06
4A	BREAKAWAY BARRICADES	25	UNIT	\$ 1.00	\$ 25.00	\$ 1.00	\$ 25.00	\$ 0.01	\$ 0.25
4B	DRUM	200	UNIT	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 0.01	\$ 2.00
4C	TRAFFIC CONES	200	UNIT	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 0.01	\$ 2.00
4D	CONSTRUCTION SIGNS	200	S.F.	\$ 1.00	\$ 200.00	\$ 10.00	\$ 2,000.00	\$ 0.01	\$ 2.00
4E	TRAFFIC DIRECTOR POLICE	1	ALLOWANCE	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
5A	FUEL PRICE ADJUSTMENTS	1	ALLOWANCE	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
5B	ASPHALT PRICE ADJUSTMENTS	1	ALLOWANCE	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
6	FINAL CLEANUP	1	L.S.	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00
7	CLEARING SITE	1	L.S.	\$ 100.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00	\$ 8,460.00	\$ 8,460.00
8A	DENSE-GRADED AGGREGATE BASE COURSE, DRIVEWAY	156	S.Y.	\$ 2.00	\$ 312.00	\$ 15.00	\$ 2,340.00	\$ 10.12	\$ 1,578.72
8B	DENSE-GRADED AGGREGATE	50	TON	\$ 10.00	\$ 500.00	\$ 0.01	\$ 0.50	\$ 30.00	\$ 1,500.00
9A	HMA MILLING, UNCLASSIFIED DEPTTH	3388	S.Y.	\$ 6.00	\$ 20,328.00	\$ 7.00	\$ 23,716.00	\$ 6.20	\$ 21,005.60
9B	HOT MIX ASPHALT SURFACE COURSE, 9.5M64	461	TON	\$ 128.00	\$ 59,008.00	\$ 125.00	\$ 57,625.00	\$ 109.84	\$ 50,636.24
10A	6-IN-DIA HIGH DENSITY POLYETHYLENE PERFORATED PIPE	50	LF	\$ 30.00	\$ 1,500.00	\$ 75.00	\$ 3,750.00	\$ 30.00	\$ 1,500.00
10B	6 IN - DIA HIGH DENSITY POLYETHYLENCE PERFORATED PIPE	50	LF	\$ 35.00	\$ 1,750.00	\$ 95.00	\$ 4,750.00	\$ 60.00	\$ 3,000.00
11A	TYPE D ECO N CASTING WITH BICYCLE-SAFE GRATES	6	UNIT	\$ 1,200.00	\$ 7,200.00	\$ 800.00	\$ 4,800.00	\$ 1,500.00	\$ 9,000.00
11B	MANHOLE FRAME AND COVER	5	UNIT	\$ 800.00	\$ 4,000.00	\$ 425.00	\$ 2,125.00	\$ 700.00	\$ 3,500.00
11C	PARGE INTERIOR OF EXISTING INLET OR STORM MANHOLE FROM TOP OF FLOOR TO BOTTOM OF CASTING	5	UNIT	\$ 400.00	\$ 2,000.00	\$ 250.00	\$ 1,250.00	\$ 200.00	\$ 1,000.00
11D	RECONSTRUCT EXISTING INLET OR STORM MANHOLE FROM TOP OF FLOOR TO BOTTOM OF CASTING	5	UNIT	\$ 1,000.00	\$ 5,000.00	\$ 975.00	\$ 4,875.00	\$ 1,500.00	\$ 7,500.00
11E	CONSTRUCT NEW STORM DRAIN INLET OR MANHOLE	1	UNIT	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00
11F	SET OR RESET MANHOLE FRAME OR CATCH BASIN	11	UNIT	\$ 1.00	\$ 11.00	\$ 225.00	\$ 2,475.00	\$ 0.01	\$ 0.11
12A	CONCRETE SIDEWALK, REINFORCED, 4-IN THICK	316	S.Y.	\$ 74.00	\$ 23,384.00	\$ 70.00	\$ 22,120.00	\$ 78.84	\$ 24,913.44
12B	CONCRETE SIDEWALK/APRON REINFORCED, 6 IN. THICK	248	S.Y.	\$ 76.00	\$ 18,848.00	\$ 72.00	\$ 17,856.00	\$ 88.56	\$ 21,962.88
12C	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE 9.5M64 2-IN THICK	156	S.Y.	\$ 28.00	\$ 4,368.00	\$ 30.00	\$ 4,680.00	\$ 35.00	\$ 5,460.00
12D	RESET PAVER/SLATE DRIVEWAY OR WALKWAY	9	S.Y.	\$ 100.00	\$ 900.00	\$ 95.00	\$ 855.00	\$ 100.00	\$ 900.00
12E	DETECTABLE WARNING SURFACE (2FTx4FT)	2	UNIT	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00	\$ 225.00	\$ 450.00
13A	GRANITE (BELGIAN BLOCK) CURB	1734	LF	\$ 32.00	\$ 55,488.00	\$ 30.00	\$ 52,020.00	\$ 39.96	\$ 69,290.64
13B	CONCRETE CURB	36	LF	\$ 32.00	\$ 1,152.00	\$ 30.00	\$ 1,080.00	\$ 40.00	\$ 1,440.00
14A	TRAFFIC, STRIPES	485	LF	\$ 3.25	\$ 1,576.25	\$ 3.30	\$ 1,600.50	\$ 3.30	\$ 1,600.50
14B	CROSS HATCHED CROSSWALK STRIPING	38	LF	\$ 16.00	\$ 608.00	\$ 20.00	\$ 760.00	\$ 3.30	\$ 125.40
14C	PAVEMENT INFORMATIONAL MARKINGS	4	UNIT	\$ 210.00	\$ 840.00	\$ 225.00	\$ 900.00	\$ 192.50	\$ 770.00
15A	REGULATORY AND WARNING SIGNS, (UP TO 12"x18")	5	UNIT	\$ 300.00	\$ 1,500.00	\$ 1.00	\$ 5.00	\$ 214.50	\$ 1,072.50
15B	REGULATORY AND WARNING SIGNS (GREATER THAN 12"x18" AND UP TO 30"x30")	10	UNIT	\$ 300.00	\$ 3,000.00	\$ 1.00	\$ 10.00	\$ 286.00	\$ 2,860.00
16	RESET EXISTING WATER MAIN AND GAS VALVE BOXES	18	UNIT	\$ 20.00	\$ 360.00	\$ 20.00	\$ 360.00	\$ 0.01	\$ 0.18
TOTAL BASE BID AMOUNT					\$ 280,518.25		\$ 285,928.00		\$ 314,033.52

ROAD RECONSTRUCTION KINGSLEY STREET
BIDS RECEIVED ON: SEPTEMBER 14, 2022
ENGINEER'S TABULATION OF BASE BIDS

				4		5		6	
				CROSSROADS PAVING COMPANY		A&J CONTRACTORS GROUP, INC		D.L.S. CONTRACTING	
				Contractor Name 386 SOUTH ST. #169		Contractor Name 105 FEDERAL ROAD		Contractor Name 36 MONTESANO ROAD	
				Street Address NEWARK NJ 07105		Street Address MONROE NJ 08831		Street Address FAIRFIELD NJ 07004	
				City	State/Zip	City	State/Zip	City	State/Zip
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00
2	CONSTRUCTION LAYOUT	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00
3	INLET FILTER	6	UNIT	\$ 50.00	\$ 300.00	\$ 1.00	\$ 6.00	\$ 1.00	\$ 6.00
4A	BREAKAWAY BARRICADES	25	UNIT	\$ 100.00	\$ 2,500.00	\$ 1.00	\$ 25.00	\$ 1.00	\$ 25.00
4B	DRUM	200	UNIT	\$ 5.00	\$ 1,000.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
4C	TRAFFIC CONES	200	UNIT	\$ 10.00	\$ 2,000.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
4D	CONSTRUCTION SIGNS	200	S.F.	\$ 10.00	\$ 2,000.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
4E	TRAFFIC DIRECTOR POLICE	1	ALLOWANCE	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
5A	FUEL PRICE ADJUSTMENTS	1	ALLOWANCE	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
5B	ASPHALT PRICE ADJUSTMENTS	1	ALLOWANCE	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
6	FINAL CLEANUP	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
7	CLEARING SITE	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 29,429.00	\$ 29,429.00
8A	DENSE-GRADED AGGREGATE BASE COURSE, DRIVEWAY	156	S.Y.	\$ 10.00	\$ 1,560.00	\$ 10.00	\$ 1,560.00	\$ 25.00	\$ 3,900.00
8B	DENSE-GRADED AGGREGATE	50	TON	\$ 40.00	\$ 2,000.00	\$ 15.00	\$ 750.00	\$ 50.00	\$ 2,500.00
9A	HMA MILLING, UNCLASSIFIED DEPTTH	3388	S.Y.	\$ 8.00	\$ 27,104.00	\$ 9.00	\$ 30,492.00	\$ 7.00	\$ 23,716.00
9B	HOT MIX ASPHALT SURFACE COURSE, 9.5M64	461	TON	\$ 110.00	\$ 50,710.00	\$ 130.00	\$ 59,930.00	\$ 150.00	\$ 69,150.00
10A	6-IN-DIA HIGH DENSITY POLYETHYLENE PERFORATED PIPE	50	LF	\$ 50.00	\$ 2,500.00	\$ 70.00	\$ 3,500.00	\$ 75.00	\$ 3,750.00
10B	6 IN - DIA HIGH DENSITY POLYETHYLENCE PERFORATED PIPE	50	LF	\$ 50.00	\$ 2,500.00	\$ 70.00	\$ 3,500.00	\$ 75.00	\$ 3,750.00
11A	TYPE D ECO N CASTING WITH BICYCLE-SAFE GRATES	6	UNIT	\$ 700.00	\$ 4,200.00	\$ 1,000.00	\$ 6,000.00	\$ 3,500.00	\$ 21,000.00
11B	MANHOLE FRAME AND COVER	5	UNIT	\$ 900.00	\$ 4,500.00	\$ 600.00	\$ 3,000.00	\$ 750.00	\$ 3,750.00
11C	PARGE INTERIOR OF EXISTING INLET OR STORM MANHOLE FROM TOP OF FLOOR TO BOTTOM OF CASTING	5	UNIT	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00	\$ 750.00	\$ 3,750.00
11D	RECONSTRUCT EXISTING INLET OR STORM MANHOLE FROM TOP OF FLOOR TO BOTTOM OF CASTING	5	UNIT	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 1,500.00	\$ 7,500.00
11E	CONSTRUCT NEW STORM DRAIN INLET OR MANHOLE	1	UNIT	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
11F	SET OR RESET MANHOLE FRAME OR CATCH BASIN	11	UNIT	\$ 900.00	\$ 9,900.00	\$ 1.00	\$ 11.00	\$ 700.00	\$ 7,700.00
12A	CONCRETE SIDEWALK, REINFORCED, 4-IN THICK	316	S.Y.	\$ 72.00	\$ 22,752.00	\$ 60.00	\$ 18,960.00	\$ 90.00	\$ 28,440.00
12B	CONCRETE SIDEWALK/APRON REINFORCED, 6 IN. THICK	248	S.Y.	\$ 81.00	\$ 20,088.00	\$ 70.00	\$ 17,360.00	\$ 95.00	\$ 23,560.00
12C	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE 9.5M64 2-IN THICK	156	S.Y.	\$ 50.00	\$ 7,800.00	\$ 40.00	\$ 6,240.00	\$ 45.00	\$ 7,020.00
12D	RESET PAVER/SLATE DRIVEWAY OR WALKWAY	9	S.Y.	\$ 125.00	\$ 1,125.00	\$ 40.00	\$ 360.00	\$ 70.00	\$ 630.00
12E	DETECTABLE WARNING SURFACE (2FTx4FT)	2	UNIT	\$ 300.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00
13A	GRANITE (BELGIAN BLOCK) CURB	1734	LF	\$ 30.00	\$ 52,020.00	\$ 40.00	\$ 69,360.00	\$ 37.00	\$ 64,158.00
13B	CONCRETE CURB	36	LF	\$ 40.00	\$ 1,440.00	\$ 40.00	\$ 1,440.00	\$ 37.00	\$ 1,332.00
14A	TRAFFIC, STRIPES	485	LF	\$ 3.25	\$ 1,576.25	\$ 3.00	\$ 1,455.00	\$ 3.00	\$ 1,455.00
14B	CROSS HATCHED CROSSWALK STRIPING	38	LF	\$ 3.25	\$ 123.50	\$ 20.00	\$ 760.00	\$ 5.00	\$ 190.00
14C	PAVEMENT INFORMATIONAL MARKINGS	4	UNIT	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00
15A	REGULATORY AND WARNING SIGNS, (UP TO 12"x18")	5	UNIT	\$ 200.00	\$ 1,000.00	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00
15B	REGULATORY AND WARNING SIGNS (GREATER THAN 12"x18" AND UP TO 30"x30")	10	UNIT	\$ 260.00	\$ 2,600.00	\$ 200.00	\$ 2,000.00	\$ 300.00	\$ 3,000.00
16	RESET EXISTING WATER MAIN AND GAS VALVE BOXES	18	UNIT	\$ 50.00	\$ 900.00	\$ 1.00	\$ 18.00	\$ 25.00	\$ 450.00
TOTAL BASE BID AMOUNT					\$ 320,598.75		\$ 316,027.00		\$ 397,161.00

R E S O L U T I O N

WHEREAS, by Resolution No. 225-22 dated September 6, 2022, the Township Council awarded the Contract Street Improvements 2021 Phase I to Reggio Construction, Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the amount of \$2,225,520.94; and

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

WHEREAS, the Municipal Engineer desires to extend the limits of this project to include St. Cloud Avenue from Old Indian Road to Arverne Road; and

WHEREAS, the Municipal Engineer by letter dated September 13, 2022 recommends additional funding in the amount of \$307,623.00.00 to restore the road due to new water main installation performed by New Jersey American Water Company; 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 for the 2021 Street Improvements Project Phase I with Reggio Construction Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the amount of \$307,623.00.00 or 14.47 percent increase in the original contract amount is hereby approved bringing the adjusted contract amount to \$2,433,375.70.

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

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: September 20, 2022

I hereby certify funds are available

**ACCT NO. 03 2661 21 0500 110
2021 Capital Budget
Road Improvements
\$307,623.00**

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

September 13, 2022

CHANGE ORDER NO. 1

PROJECT: STREET IMPROVEMENTS, 2021 PHASE I

CONTRACTOR: REGGIO CONSTRUCTION, INC.
416 E. CENTRAL BOULEVARD
PALISADES PARK, NJ 07650

Original Contract Amount \$2,125,752.70

Change Order No. 1
St. Cloud Avenue \$307,623.00
From Old Indian Road to Arverne Road

Total \$307,623.00

Adjusted Contract Amount \$2,433,375.70
Through Change Order No. 1

Percent Increase in Contract 14.47%

Reason for Change Order and Increase
Additional pavement to repair the St. Cloud Avenue from Old Indian Road to Arverne Road
where NJAWC installed new water mains.

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

This Change Order was approved by Resolution No. 245-22 dated September 20, 2022 of the West Orange Township Council.



ENGINEER'S ESTIMATE

**ST. CLOUD AVENUE
(FROM OLD INDIAN ROAD TO ARVERNE ROAD)**

DATE: 09/13/2022

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	L.S.	1	\$3,000.00	\$3,000.00
2	DRUM	UNIT	5	\$25.00	\$125.00
3	BREAKAWAY BARRICADE	UNIT	5	\$10.00	\$50.00
4	TRAFFIC CONE	UNIT	10	\$1.00	\$10.00
5	CONSTRUCTION SIGN	S.F.	80	\$30.00	\$2,400.00
6	TRAFFIC DIRECTOR, POLICE	DOLLAR	1	\$15,000.00	\$15,000.00
7	FUEL PRICE ADJUSTMENT	DOLLAR	1	\$ 10,000.00	\$10,000.00
8	ASPHALT PRICE ADJUSTMENT	DOLLAR	1	\$ 13,000.00	\$13,000.00
9	HMA MILLING, 3" or LESS	S.Y.	9,298	\$6.00	\$55,788.00
10	SPEED TABLES	UNIT	6	\$4,000.00	\$24,000.00
11	HMA 9.5M64 SURFACE COURSE	TONS	1,012	\$100.00	\$101,200.00
12	TRAFFIC MARKING LINES, 4"	L.F.	300	\$3.00	\$900.00
13	TRAFFIC MARKING LINES, 6"	L.F.	50	\$4.00	\$200.00
14	TRAFFIC MARKING LINES, 8"	L.F.	50	\$5.00	\$250.00
15	TRAFFIC MARKING LINES, 24"	L.F.	100	\$12.00	\$1,200.00
16	TRAFFIC MARKING SYMBOLS	S.F.	160	\$50.00	\$8,000.00
17	MANHOLE RESETS	UNIT	4	\$550.00	\$2,200.00
18	HANDICAPPED RAMPS	UNIT	6	\$2,500.00	\$15,000.00
19	NEW "A" INLET	UNIT	2	\$2,500.00	\$5,000.00
20	8 INCH STORM DRAIN PIPE	L.F.	80	\$60.00	\$4,800.00
21	INLET REBUILDS	UNIT	13	\$2,500.00	\$32,500.00
22	6 INCH UNDERDRAIN	UNIT	200	\$50.00	\$10,000.00
23	CURB	L.F.	100	\$30.00	\$3,000.00
ESTIMATED CONSTRUCTION COSTS					\$307,623.00

RESOLUTION

WHEREAS, on Tuesday, August 23, 2022 the Township received bids for the contract “2022-2023 Snow Plowing, Salting, Removal and Snow Hauling” from three contractors: Grabowski Construction, Inc. of 770 Northfield Avenue, West Orange, NJ; American Asphalt and Trucking, LLC of 818 Summer Avenue, Newark, NJ; and Downes Tree Service of 65 Royal Avenue, Hawthorne, NJ; and

WHEREAS, the Municipal Engineer by letter dated September 14, 2022 recommends the award of certain bids and the rejection and rebidding of others and the rebidding on another which had no bids; and

WHEREAS, the Municipal Engineer recommends the following award of contracts per the attached Schedule A; and

WHEREAS, the Municipal Engineer recommends the rejection and rebidding of the following contracts as per the attached Schedule A; and

WHEREAS, the Municipal Engineer recommends the rebidding of the following contract as per the attached Schedule A; and

WHEREAS, funding for this service is available in the 2022 operating budget and will be available in the 2023 operating budget; 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 a contract be awarded for plowing and salting routes to American Asphalt and Trucking, LLC of 818 Summer Avenue, Newark, NJ as per the attached Schedule A and Downes Tree service, Inc. of 65 Royal Avenue, Hawthorne, NJ as per the attached Schedule A and that the bid includes equipment upon request for plowing and removal, loading and hauling and that be awarded to American Asphalt and Trucking, LLC, Downes Tree Service, Inc. and Grabowski Construction, Inc. as per the attached Schedule A.

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

Susan McCartney, Council President

Adopted: September 20, 2022
I hereby certify funds are available from:

John O. Gross, Chief Financial Officer

SCHEDULE A

Vendor Submission List:

Grabowski Construction
770 Northfield Avenue
West Orange, NJ 07052

American Asphalt and Trucking, LLC
818 Summer Avenue
Newark, NJ 07104

Downes Tree Service, Inc.
65 Royal Avenue
Hawthorne, NJ 07506

Awarded Snow Plowing Routes:

American Asphalt and Trucking, LLC

Route 1A, Lower Valley,	\$250.00 per hour
Route 1B, Heights,	\$250.00 per hour
Route 1C, Merklin District,	\$300.00 per hour
Route 1F, Lower Gregory,	\$300.00 per hour

Downes Tree Service, Inc.

Route 1H, Suburban, Robertson,	\$295.00 per hour
Route 1I, Seaman, Woodland,	\$295.00 per hour

Award for equipment upon request for Plowing and for Removal, Loading and Hauling:

American Asphalt and Trucking, LLC

Single Axle Truck with Plow	\$275.00 per hour
Tandem Axle Truck with Plow	\$275.00 per hour
Single Axle Truck with Plow	\$250.00 per hour
Tandem Axle Trucks	\$150.00 per hour
Tri-Axle Trucks	\$150.00 per hour
Front End Loader	\$275.00 per hour

Downes Tree Service, Inc.

Single Axle with Plow	\$295.00 per hour
Tandem Axle with Plow	\$295.00 per hour
Single Axle with Plow	\$245.00 per hour
20 cy roll off	\$180.00 per hour
30 cy roll off	\$180.00 per hour
Tandem Axle Trucks	\$165.00 per hour
Tri-Axle Trucks	\$165.00 per hour
Front End Loader	\$250.00 per hour

AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org

Grabowski Construction, Inc.
Tandem Axle Trucks \$200.00 per hour
Front End Loader \$350.00 per hour

Rejection of Bids:

Route 1D, Oaks, Dogwood, Korwell	Grabowski Construction, Inc. \$450.00 per hour
Route 1E, Roosevelt, Lorelei	Grabowski Construction, Inc. \$450.00 per hour
Route 1G-1 and Route 1G-2, St. Cloud	Grabowski Construction Inc. \$425.00 and \$450.00 per hour
Route 1K Main Street Dead Ends	Grabowski Construction Inc. \$425.00 per hour

Routes to be Rebid:

Route 1D, Oaks, Dogwood, Korwell
Route 1E, Roosevelt, Lorelei
Route 1G-1 and 1G-2, St. Cloud
Routes 1J-1 and 1J-2, Stanford
Route 1K, Main Street Dead Ends

2022-2023 SNOW PLOWING, SALTING, REMOVAL SNOW HAULING WITH TWO (2), ONE (1) YEAR OPTIONS

BIDS RECEIVED ON: AUGUST 23, 2022

ENGINEER'S TABULATION OF BIDS

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NJ 2022-2023 CONTRACT FOR SNOW PLOWING, SALTING, REMOVAL AND SNOW HAULING WITH TWO (2), ONE (1) YEAR OPTIONS BID DATE: TUESDAY AUGUST 23, 2022 AT 11 AM			1		2		3	
			GRABOWSKI CONSTRUCTION		AMERICAN ASPHALT & TRUCKING, LLC		DOWNES	
			Contractor Name 770 NORTHFIELD AVE		Contractor Name 818 SUMMER AVENUE, FLOOR 1		Contractor Name 65 ROYAL AVENUE	
			Street Address West Orange NJ 07052		Street Address NEWARK NJ 07104		Street Address HAWTHORNE NJ 07506	
			City	State/Zip	City	State/Zip	City	State/Zip
Route #	Description	EQUIPMENT	Unit Price Per Hour	Amount	Unit Price Per Hour	Amount	Unit Price Per Hour	Amount
1A	LOWER VALLEY AREA	F450	\$0.00	\$0.00	\$250.00	\$50,000.00	\$0.00	\$0.00
1B	HEIGHTS	F450	\$0.00	\$0.00	\$250.00	\$50,000.00	\$0.00	\$0.00
1C	MERKLIN DISTRICT AND KELLY DRIVE AREA	F700	\$450.00	\$90,000.00	\$300.00	\$60,000.00	\$0.00	\$0.00
1D	OAKS, DOGWOOD, KORWEL, VIZCAYA AND RESERVE AT BELAIR	F700	\$450.00	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00
1E	ROOSEVELT AVENUE/LOREILEI ROAD TO MANGER RD, OLDSTEAD	F700	\$450.00	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00
1F	LOWER GREGORY SECTION	F700	\$0.00	\$0.00	\$300.00	\$60,000.00	\$0.00	\$0.00
1G-1	ST. CLOUD TRACT	F450	\$425.00	\$85,000.00	\$250.00	\$50,000.00	\$0.00	\$0.00
1G-2	ST. CLOUD TRACT	F700	\$450.00	\$90,000.00	\$300.00	\$60,000.00	\$0.00	\$0.00
1H-1	SUBURBAN, ROBERTSON TRACT	F700	\$0.00	\$0.00	\$0.00	\$0.00	\$295.00	\$59,000.00
1I	SEAMAN, WOODLAND TRACT	F700	\$0.00	\$0.00	\$0.00	\$0.00	\$295.00	\$59,000.00
1J-1	STANFORD AREA	F450	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1J-2	STANFORD AREA	F700	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1K	MAIN STREET DEAD ENDS	F450	\$425.00	\$85,000.00	\$250.00	\$50,000.00	\$ -	\$ -
TOTAL ROUTES BID AMOUNT				\$ 530,000.00		\$380,000.00		\$ 118,000.00

OPTION 4A	SNOW PLOWING									
		# TRUCKS	PRICE PER HR		# TRUCKS	PRICE PER HR		# TRUCKS	PRICE PER HR	
A	SINGLE AXLE TRUCKS WITH PLOW (MIN. 26,000 GVWR)		\$0.00		6	\$275.00		2	\$295.00	
B	TANDEM AXLE TRUCKS WITH PLOW (MIN. 26,000 GVWR)		\$0.00		6	\$275.00		2	\$295.00	
C	SINGLE AXLE TRUCKS WITH PLOW (MIN. 12,000 GVWR)		\$0.00		6	\$250.00		2	\$245.00	
OPTION 4B	SNOW REMOVAL AND HAULING									
				BUCKET (CY)			BUCKET (CY)			BUCKET (CY)
A	20 CY ROLL OFFS FOR		\$0.00		0	\$0.00		2	\$180.00	
B	30 CY ROLL OFFS FOR		\$0.00		0	\$0.00		2	\$180.00	
C	TANDEM AXLE TRUCKS	3	\$200.00		10	\$150.00		2	\$165.00	
D	TRI-AXLE TRUCKS		\$0.00		50	\$150.00		2	\$165.00	
E	FRONT END BUCKET LOADER (MIN. 2.5 CY)	2	\$350.00	4.00	3	\$275.00	2.50	2	\$250.00	3 & 4

RESOLUTION

WHEREAS, the Township as part of the Redevelopment along Executive Drive and Rooney Circle acquired the office building and land known as 10 Rooney Circle; and

WHEREAS, a portion of this building will be used as the new West Orange Public Library; and

WHEREAS, the Township's architect, Arcari Iovino of Little Ferry, NJ the Township's contractor for this project, H&S Construction and Mechanical Inc. of Elizabeth, NJ and the Township's Library Director David Cubie determined water coolers and bottle filling stations were desired for the upper and lower levels of the Library; and

WHEREAS, H&S Construction and Mechanical, Inc., of Elizabeth, NJ, submitted Change Order No. 4 in the amount of \$8,245.39 dated September 14, 2022 for the upper-level water cooler and Change Order No. 5 in the amount of \$8,800.01 for the lower-level water cooler; and

WHEREAS, Change Orders No. 4 and 5 are acceptable to Arcari Iovino Architects, P.C., Little Ferry, NJ as well as the Municipal Engineer; and

WHEREAS, sufficient funds exist for these Change Orders; 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. 4 in the amount of \$8,245.39 and Change Order No. 5 in the amount of \$8,800.01 be approved, and with Change Order No. 1 of \$6,946.54, Change Order No. 2 of \$25,366.66 and Change Order No. 3 of \$14,013.60 represents a 1.25 percent increase in the original contract amount of \$5,075,000.00 bringing the adjusted contract amount to \$5,138,372.20.

BE IT FURTHER RESOLVED that the Business Administrator John O. Gross is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC
Municipal Clerk

Susan McCartney, Council President

Adopted: September 20, 2022

I certify availability of funds: Account Number: 03 2645 21 0100 010
\$17,045.40

John O. Gross, BA/CFO

CHANGE ORDER No 4
SEPT. 14, 2022
Construction & Mechanical, Inc.
 General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Project: West Orange Public Library

 To Contractor:
 H&S Construction & Mechanical Inc.
 721 Bayway Ave
 Elizabeth NJ 07202

The Contract is changed as follows:

 Owner: Township of West Orange
 Construction Mngr:

 Architect: Arcari & Iovino
 Contractor: H&S Construction

Field:

COR #:

6

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Costs associated with SK-3 young adult revisions.				
Item	Description	Company		Totals
1	Build walls & finish (see proposal attached)	HQ Construction & design	\$	2,165.03
2	Add power (see proposal attached)	Lowder electric	\$	275.00
3				
4				

Sub-Contractor Subtotal \$ 2,440.03

H&S - Overhead & Profit Of Sub Cost \$ 122.00

Sub Contractors Total \$ 2,562.03

Item	Description	Company		Totals
5	Fountain cost (see quote attached)	H&S	\$	2,507.82
6	Piping materials	H&S	\$	361.00
7	Labor 12x \$132.45per hr	H&S	\$	1,589.40
8	Insulation	H&S	\$	125.00
9	PM time 1hr	H&S	\$	150.00
10				
11				

Contractor Subtotal \$ 4,733.22

H & S - Overhead & Profit 15% of Contractor Cost \$ 709.98

Contractors Total \$ 5,443.20

Sub Total \$ 8,005.23

H&S Bond Cost \$ 240.16

Total \$ 8,245.39

The contract time will be increased by: 2 days

HQ CONSTRUCTION

& DESIGN LLC.

PO BOX 7016, East Brunswick NJ 08816
732-907-9717

PROPOSED CHANGE ORDER

Proposed Change order # **3** Date: **9/4/2022**
COMPANY: **H&S Construction** ATTN: **Pat Blandino**
PROJECT: **West Orange Library** REQUESTED BY: **Architect**

Description: Ticket # **Job # 22-044 PO# 22-270**
Construct approximatley 5 LF to underside of deck including wood blocking
Frame 1 Carpenters 4 hours 4 Hours Carp
Install Drywall 1 Carp 4 hours 4 Hours Carp
1 Drywall finisher to finish drywall 8 Hours 8 Hours Drywall finisher
1 Painter to Prime 2 hours 2 Hours Painter

Materials:

Metal studs	8	14.48	\$115.84
Drywall	3	22.58	\$67.74
Misc Tape Spackle Screws			\$42.15
Paint		No Charge	

LABOR: Total materials cost: **\$225.73**

Classification	Hours	Rate	Sub Total
Laborer	0	\$84.57	0
Laborer For	0	\$90.32	0
Carp	8	106.81	854.48
Carp For	0	\$122.72	0
Drywall finish	8	\$88.60	708.8
Rodman	0	\$119.12	0
Mason for	0	\$108.90	0
Mason	0	\$101.34	0
Painter For	0	\$95.12	0
Painter	2	\$89.60	179.2
Total labor cost:			\$1,742.48
Subtotal			\$1,968.21
Profit & Overehad 10%			\$196.82
Total change to contract:			\$2,165.03

Approved by: _____

Signature: _____

Lowder Electric and Construction Corp
250 Hallock Ave. Unit B
Middlesex, NJ 08846 US
(732) 764-6000
info@lowder.biz

Estimate

**ADDRESS**

H & S Construction
721 Bayway Ave.
Elizabeth, NJ 07202

SHIP TO

West Orange Library

ESTIMATE #	DATE	
2650	09/05/2022	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Furnish and install conduit and wire for the new water fountain on drawing SK.3	1	275.00	275.00

SUBTOTAL	275.00
TAX	0.00
TOTAL	\$275.00

Accepted By

Accepted Date



FEL-SECAUCUS, NJ (F3020)
50 MEADOWLANDS PARKWAY
SECAUCUS, NJ 07094-0000

Phone: 201-305-4100
Fax: 201-863-3701

Deliver To:

From: 0

Comments:

10:48:47 AUG 30 2022

Page 1 of 1

FERGUSON ENTERPRISES LLC #501

Price Quotation

Phone: 201-305-4100

Fax: 201-863-3701

Bid No: B277810
Bid Date: 08/26/22
Quoted By: ACG

Cust Phone: 908-451-7411
Terms: CASH ON DEMAND

Customer: H&S CONSTRUCTION
721 BAYWAY AVE
908-451-7411
DAN HERNANDEZ
ELIZABETH, NJ 07202

Ship To: H&S CONSTRUCTION
721 BAYWAY AVE
908-451-7411
DAN HERNANDEZ
ELIZABETH, NJ 07202

Cust PO#: WEST ORANGE LIBRARY

Job Name:

Item	Description	Quantity	Net Price	UM	Total
ELZS8WSLK	REVISED FOUNTAIN IN STOCK LF EZH2O COLR KIT	2	1692.750	EA	3385.50
EMLP100	OPTIONAL 2-3 DAYS KIT-MLP100	2	659.250	EA	1318.50
Net Total:					\$4704.00
Tax:					\$311.64
Freight:					\$0.00
Total:					\$5015.64

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

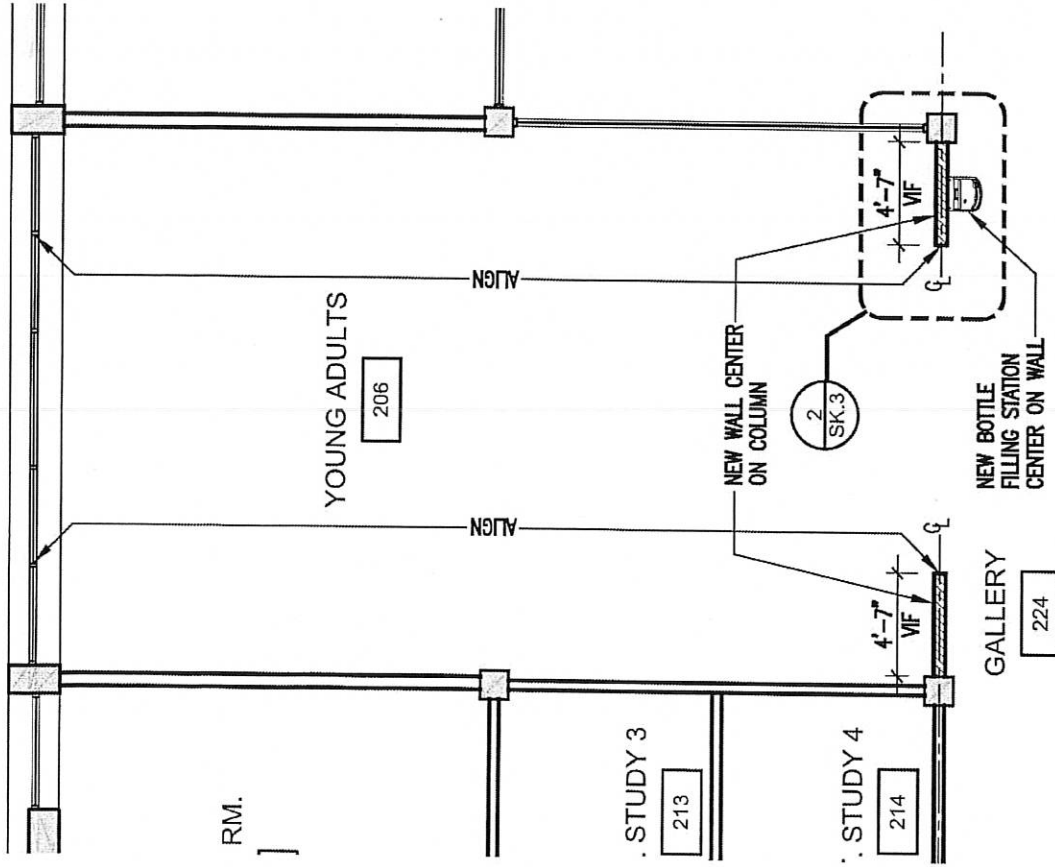


HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

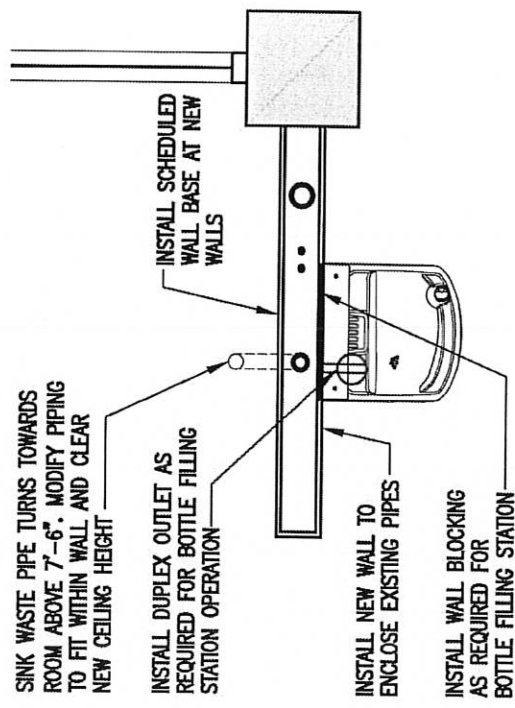
Scan the QR code or use the link below to

complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=501&on=834351>



1 YOUNG ADULTS 206 PLAN
1/8" = 1'-0"



2 PLAN DETAIL
1/2" = 1'-0"

BOTTLE FILLING STATION
BASIS OF DESIGN: ELKAY ezH2O BOTTLE FILLING STATION W/ SINGLE ADA COOLER FILTERED REFRIGERATED MODEL: LZS8WSLK

arcari + iovino **ARCHITECTS PC**
 ONE KATHERINE STREET
 LITTLE FERRY, NJ 07643
 201 641 0600, FAX 201 641 0626
 WWW.AIARCHS.COM

WEST ORANGE PUBLIC LIBRARY
 10 ROONEY CIRCLE
 WEST ORANGE, NJ 07052

SK.3

AS NOTED
 08.30.22

YOUNG ADULTS
 REVISIONS

EDWARD ARCARI NJ#12306 ANTHONY IOVINO NJ#11720

©2022 arcari + iovino **ARCHITECTS PC**

2134 \Sketches\SK.3.dwg

CHANGE ORDER No. 5
SEPT. 14, 2022



Construction & Mechanical, Inc.
General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Project: West Orange Public Library

To Contractor:
H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mng'r:

Architect: Arcari & Iovino
Contractor: H&S Construction

Field:

COR #: 7

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Costs associated with SK-4 lower level fountain				
Item	Description	Company		Totals
1	Trench for underground plumbing	HQ Construction & design		\$ 971.50
2	Add power (see proposal attached)	Lowder electric		\$ 250.00
3				
4				

Sub-Contractor Subtotal \$ 1,221.50

H&S - Overhead & Profit Of Sub Cost \$ 61.08

Sub Contractors Total \$ 1,282.58

Item	Description	Company		Totals
5	Fountain cost (see quote attached)	H&S		\$ 2,507.82
6	Piping materials	H&S		\$ 1,237.00
7	Labor 16x \$132.45per hr	H&S		\$ 2,119.20
8	Insulation	H&S		\$ 300.00
9	PM time 1hr	H&S		\$ 150.00
10				
11				

Contractor Subtotal \$ 6,314.02

H & S - Overhead & Profit 15% of Contractor Cost \$ 947.10

Contractors Total \$ 7,261.12

Sub Total \$ 8,543.70

H&S Bond Cost \$ 256.31

Total \$ 8,800.01

The contract time will be increased by: 2 days

HQ CONSTRUCTION

& DESIGN LLC.

PO BOX 7016, East Brunswick NJ 08816
732-907-9717

PROPOSED CHANGE ORDER

Proposed Change order # **2 Rev** Date: **9/6/2022**
COMPANY: H&S Construction ATTN: Pat Blandino
PROJECT: West Orange Library REQUESTED BY: Architect
Description: Ticket # Job # 22-044 PO# 22-270

Extend Trench for new sewer connection in staff lavatory

1 Laborer 4 hours and remove

1 Mason 4 Hours to pour concrete

Materials: Concrete Disposal \$50.00
Concrete \$89.54

LABOR: Total materials cost: \$139.54

Classification	Hours	Rate	Sub Total
Laborer	4	\$84.57	338.28
Laborer For	0	\$90.32	0
Carp	0	106.81	0
Carp For	0	\$122.72	0
Drywall finish	0	\$88.60	0
Rodman	0	\$119.12	0
Mason for	0	\$108.90	0
Mason	4	\$101.34	405.36
Painter For	0	\$95.12	0
Painter	0	\$89.60	0

Total labor cost: \$743.64

Subtotal \$883.18

Profit & Overhead 10% \$88.32

Total change to contract: \$971.50

Approved by: _____

Signature: _____

Lowder Electric and Construction Corp
250 Hallock Ave. Unit B
Middlesex, NJ 08846 US
(732) 764-6000
info@lowder.biz

Estimate



ADDRESS
H & S Construction 721 Bayway Ave. Elizabeth, NJ 07202

SHIP TO
West Orange Library

ESTIMATE #	DATE	
2649	09/05/2022	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Furnish and install conduit and wire for the new water fountain on drawing SK.4	1	250.00	250.00

SUBTOTAL	250.00
TAX	0.00
TOTAL	\$250.00

Accepted By

Accepted Date



FEL-SECAUCUS, NJ (F3020)
50 MEADOWLANDS PARKWAY
SECAUCUS, NJ 07094-0000

Phone: 201-305-4100
Fax: 201-863-3701

Deliver To:

From: 0

Comments:

10:48:47 AUG 30 2022

Page 1 of 1

FERGUSON ENTERPRISES LLC #501

Price Quotation

Phone: 201-305-4100

Fax: 201-863-3701

Bid No: B277810

Bid Date: 08/26/22

Quoted By: ACG

Cust Phone: 908-451-7411

Terms: CASH ON DEMAND

Customer: H&S CONSTRUCTION
721 BAYWAY AVE
908-451-7411
DAN HERNANDEZ
ELIZABETH, NJ 07202

Ship To: H&S CONSTRUCTION
721 BAYWAY AVE
908-451-7411
DAN HERNANDEZ
ELIZABETH, NJ 07202

Cust PO#: WEST ORANGE LIBRARY

Job Name:

Item	Description	Quantity	Net Price	UM	Total
ELZS8WSLK	REVISED FOUNTAIN IN STOCK LF EZH2O COLR KIT	2	1692.750	EA	3385.50
EMLP100	OPTIONAL 2-3 DAYS KIT-MLP100	2	659.250	EA	1318.50

Net Total: \$4704.00

Tax: \$311.64

Freight: \$0.00

Total: \$5015.64

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

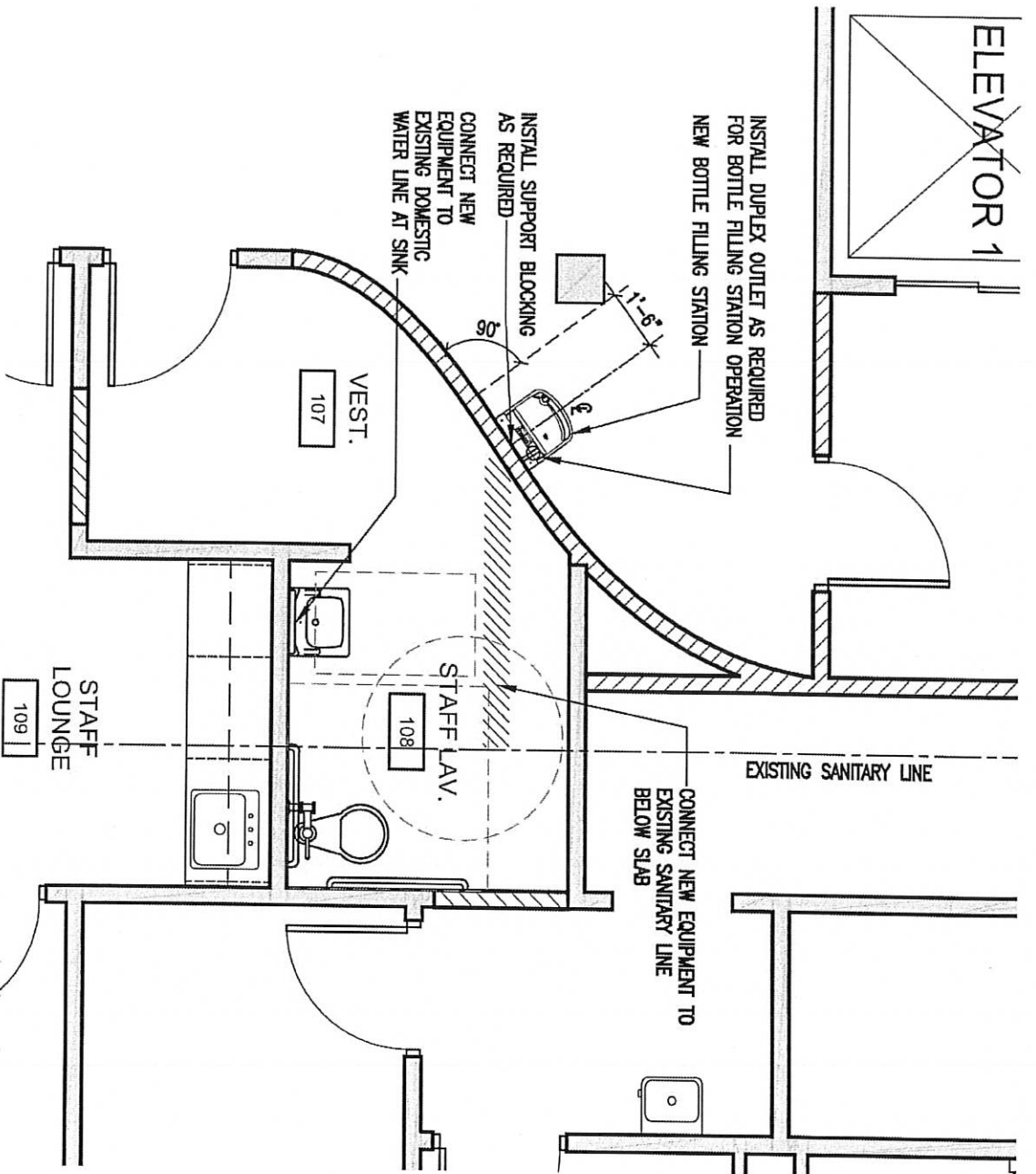
LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=501&on=834351>



BOTTLE FILLING STATION

BASIS OF DESIGN:
 ELKAY e2H20 BOTTLE FILLING STATION W/ SINGLE
 ADA COOLER FILTERED REFRIGERATED
 MODEL: LZS8WSLK

1 PARTIAL LOWER LEVEL PLAN

1/4" = 1'-0"

arcari + iovino ARCHITECTS PC

ONE KATHERINE STREET
 LITTLE FERRY, NJ 07643
 201 641 0800, FAX 201 641 0826
 WWW.AARCHS.COM

EDWARD ARCARI, N.J.#12306 ANTHONY IOVINO, N.J.#11720

WEST ORANGE PUBLIC LIBRARY

10 ROONEY CIRCLE

WEST ORANGE, NJ 07052

LOWER LEVEL

DRINKING

FACILITY

AS NOTED

08.30.22

SK.4

2234\Sketches\SK.4.dwg

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **September 20, 2022** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Downtown Redevelopment Area

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **September 20, 2022**

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan McCartney
Council President

Adopted: September 20, 2022

RESOLUTION

WHEREAS, following the adoption of the Jake Honig Compassionate Use Medical Cannabis Act in 2019 and passage of the 2020 ballot issue amending the New Jersey Constitution to legalize the possession, cultivation, processing and sale of retail marijuana, the State of New Jersey adopted the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act in 2021 (the “State Statute”); and

WHEREAS, the State Statute created the New Jersey Cannabis Regulatory Commission (the “Commission”) and established a framework for the application and issuance of a state license for the operation of cannabis related business licensed by the State of Jersey (“Licensed Cannabis Entities”) which includes the requirement that an applicant for a state license provide proof of local support as to the suitability of the proposed location for a proposed cannabis related business; and

WHEREAS, On August 19, 2021, pursuant to N.J.S.A. 24:6I-34(d)1a of the State Statute, the Commission established regulations further governing the application and issuance of a state license for Licensed Cannabis Entities (the “Commission Regulations”); and

WHEREAS, N.J.A.C. 17:30-5.1(g) of the Commission Regulations requires the applicant for a State License to include in its application “proof of local support for the suitability of a cannabis business’s proposed location indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business” (“Local Support”); and

WHEREAS, on July 13, 2021, the Township Council for the Township of West Orange (the “Township”) adopted Ordinance 2647-21 (the “Cannabis Ordinance”) which establishes both the zoning requirements and the Township’s licensing requirements for Licensed Cannabis Entities which seek to operate within the Township; and

WHEREAS, on July 13, 2021, the Township Council also adopted resolution 188-21 authorizing the establishment of a Taskforce and Advisory Committee regarding Cannabis Businesses for the Township (the “Taskforce”) to assist and advise with the implementation of the Township’s regulations governing cannabis related businesses within the Township; and

WHEREAS, **Yerrr Canna, LLC (the “Applicant”)** has submitted a request for Local Support from the Township for a proposed cannabis cultivation microbusiness with the proposed location at **82 Ashland Avenue** by way of an application to the Taskforce (the “Application”); and

WHEREAS, the Taskforce has evaluated to Application and has recommended the adoption of a resolution declaring Local Support consistent with the Commission Regulation; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township’s land use boards, but shall be required to proceed with any such application and approval process as needed; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but shall be required to apply for such approvals consistent with all applicable laws; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that consistent with the recommendation of the

Taskforce, the Township declares its Local Support for the proposed location of the Applicant's proposed cannabis related business; and be it further

RESOLVED, that the Local Support as declared in this Resolution does **NOT**: (1) constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township's land use boards, but the Applicant shall be required to proceed with any such application and approval process as needed; (2) constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but the Applicant shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and (3) constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but the Applicant shall be required to apply for such approvals consistent with all applicable laws; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law and shall be forwarded to the Applicant for inclusion in its application to the Commission.

Karen Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: September 20, 2022

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is engaged in a redevelopment of the West Orange Public Library including improvements to the building at the property at 10 Rooney Circle as the proposed location for the new library; and

WHEREAS, the Township requires the evaluation of the existing mechanical, electrical and plumbing systems at the building located at 10 Rooney Circle as part of the redevelopment; and

WHEREAS, Arcari + Iovino Architects PC (“Arcari”) located at One Katherine Street in Little Ferry, New Jersey submitted a proposal to perform the evaluation of the existing mechanical, electrical and plumbing systems at the building located at 10 Rooney Circle for a flat rate of \$15,000; and

WHEREAS, the Township has prepared a proposed Agreement for the retention of Arcari to perform the evaluation of the existing mechanical, electrical and plumbing systems at the building located at 10 Rooney Circle, annexed hereto as Exhibit “A;”

WHEREAS, the proposed flat rate of \$15,000 falls under the bid threshold and is therefore exempt from public bid under the Local Public Contracts Law.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township retains Arcari to perform the evaluation of the existing mechanical, electrical and plumbing systems at the building located at 10 Rooney Circle for a flat rate of \$15,000; and it is further

RESOLVED that the Mayor be and is hereby authorized to executed the Agreement annexed hereto as Exhibit “A” on behalf of the Township; and it is further

RESOLVED that the Township Clerk be and is hereby authorized to witness the Mayor's signature on the Agreement annexed hereto as Exhibit "A."

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

Susan McCartney
Council President

Adopted: September 20, 2022

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

John O. Gross, Chief Financial Officer

Exhibit “A”

**AGREEMENT FOR EVALUATION OF
EXISTING MECHANICAL, ELECTRICAL AND PLUMBING
SYSTEMS AT 10 ROONEY CIRCLE**

THIS AGREEMENT made and entered into on this ____ day of September, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ARCARI + IOVINO ARCHITECTS P.C.**, located at One Katherine Street in Little Ferry, New Jersey, hereinafter referred to as the “ARCHITECT,” party of the second part.

WITNESSETH THAT:

WHEREAS, the TOWNSHIP requires the evaluation of the existing mechanical, electrical and plumbing systems at the building located at 10 Rooney Circle as part of the ongoing redevelopment of that property; and

WHEREAS, the ARCHITECT submitted a proposal dated September 12, 2022 to the TOWNSHIP setting forth the scope of services related to the evaluation of the existing mechanical, electrical and plumbing systems at 10 Rooney Circle, (the “PROPOSAL”) annexed hereto as Exhibit “A.”

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

1. The TOWNSHIP hereby retains the services of ARCHITECT for a flat fee of \$15,000 to perform the services as set forth in the PROPOSAL to be paid within thirty (30) days from the presentation of the results of the evaluation as set forth in the PROPOSAL.
2. ARCHITECT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses

any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. ARCHITECT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. ARCHITECT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by ARCHITECT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. ARCHITECT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. ARCHITECT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, ARCHITECT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

ARCARI + IOVINO ARCHITECTS P.C.

WITNESS:

By:_____

Exhibit “A”



September 12, 2022

John Gross, Business Administrator/CFO
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: 10 Rooney Circle - Proposal for Evaluation of Existing Systems

Dear Mr. Gross,

It is our pleasure to present this professional services proposal to evaluate the existing mechanical, electrical and plumbing systems, as well as the building envelope of the 10 Rooney Circle building. The purpose of this evaluation is to determine the current condition/capacity and provide an opinion for continued use and future upgrades, including an idea of cost.

We would engage an MEP consultant Shine Engineering, who is the engineer of record for the library project. They are familiar with the building and have a good understanding of what is required for this task. We would consult with a roofing manufacturer who would inspect the existing roof and provide an opinion on product life and recommendations. We typically work with GAF roofing.

Tasks associated with the Evaluation include the following:

- Meet with existing personnel to review existing conditions and issues.
- Evaluate the existing HVAC system.
- Perform preliminary heating and cooling calculations to size the HVAC equipment and evaluate the condition of the equipment.
- Evaluate the existing electrical service for condition and capacity.
- Evaluate the plumbing systems for future reuse.
- Provide opinion of potential cost for future upgrades.
- Present the results to designated personnel.

Our fee for this service is Fifteen Thousand Dollars (\$15,000).

Conditions of Proposal

- No design services are included
- Some systems may require an assistance of a contractor to perform testing – contractor fees are not included.

We look forward to working with you and are confident we can help you with the evaluation. Contact us at your earliest convenience to discuss and we will commence work upon your approval and execution of a mutually acceptable agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Iovino', with a small dot at the end.

Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, STATE OF NEW JERSEY
PROVIDING FOR THE ISSUANCE OF SPECIAL
EMERGENCY NOTES IN AN AMOUNT NOT TO EXCEED
\$950,000 TO FUND CONTRACTUALLY REQUIRED
SEVERANCE LIABILITIES RESULTING FROM THE
RETIREMENT OF EMPLOYEES IN THE TOWNSHIP**

WHEREAS, pursuant to N.J.S.A. 40A:4-53 and an ordinance finally adopted on September 20, 2022 (the "Ordinance"), the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") authorized a special emergency appropriation in the amount of \$950,000 to fund contractually required severance liabilities resulting from the retirement of employees in the Township; and

WHEREAS, in accordance with N.J.S.A. 40A:4-55 and the Ordinance, the Township now seeks to issue special emergency notes, which may be renewed from time to time, to finance contractually required severance liabilities resulting from the retirement of employees in the Township and at least 1/5 of all such special emergency notes, including renewals thereof, shall mature and be paid in each year, so that all notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of issuance of the special emergency notes.

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all the members of the governing body thereof affirmatively concurring) that in accordance with N.J.S.A. 40A:4-55:

0. A special emergency appropriation has previously been made in the amount of \$950,000 to provide for the cost of funding contractually required severance liabilities resulting from the retirement of employees in the Township.
1. In accordance with N.J.S.A. 40A:4-55, special emergency notes are hereby authorized by the Township Council of the Township to be issued in an amount not to exceed \$950,000.
2. At least 1/5 of all such special emergency notes, including renewals thereof, authorized hereunder shall mature and be paid in each year, so that all notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of issuance of the special emergency notes.
3. Such special emergency notes shall be executed by the Mayor and the

Chief Financial Officer of the Township and the official seal shall be thereunto affixed, imprinted or reproduced and attested by the Clerk of the Township. All notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer of the Township. It is hereby delegated to the Chief Financial Officer of the Township the authority to determine all matters in connection with the notes issued, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. The Chief Financial Officer is also hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest, if any, thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Township Council of the Township at the meeting next succeeding the date when any sale or delivery of the special emergency notes pursuant to this resolution is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the special emergency notes so sold, the price obtained and the name of the purchaser.

4. A certified copy of this resolution shall be filed with the Director of the Division of Local Government Services, within the New Jersey Department of Community Affairs.
5. This resolution shall become immediately effective in accordance with law.

CERTIFICATION

I, KAREN J. CARNEVALE, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY PROVIDING FOR THE ISSUANCE OF SPECIAL EMERGENCY NOTES IN AN AMOUNT NOT TO EXCEED \$950,000 TO FUND CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF EMPLOYEES IN THE TOWNSHIP", is a true copy of a resolution which was duly adopted at a meeting of the Township Council of the Township duly called and held on September 20, 2022, in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout, and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such Township, and said resolution is a true, complete and correct copy thereof and has not been amended, modified or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township this 20th day of September, 2022.

KAREN J. CARNEVALE, R.M.C.
Township Clerk

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That: an ordinance adopting and creating the reclassification and salary schedules of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

SEE	APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME
SEE	APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES
SEE	APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS
SEE	APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS
SEE	APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY
SEE	APPENDIX 6 - SALARY RANGES - STIPENDS
SEE	APPENDIX 7 - SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS
SEE	APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS
SEE	APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS
SEE	APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE

SECTION 2. All terms and conditions included in any authorized collective bargaining agreements and/or employment contracts or other agreements impacting employment terms and conditions are hereby included in SECTION 1 above.

SECTION 3. All part time employee hourly rates are determined by dividing the Minimum and Maximum rates by the # of annual hours a full time employee would work for that position using the salaries identified in Section 1 above.

SECTION 4. Part time employees have no annual increment for their hourly rate in Section 1 above.

SECTION 5. This ordinance and the titles and salary ranges herein provided shall become effective on the dates specified and as indicated above in SECTION 1. Where the specified timeframes have expired, the salary range specified in the latest timeframe will remain in effect until a new range is adopted by Ordinance.

SECTION 6. Effective as of the date of adoption of this salary ordinance, the Mayor, or his/her designee, is hereby authorized to enter into acknowledgement agreements with employees identifying, specifying and memorializing the limitations of both pre and post-retirement benefits provided by the Township. Specifically included, but not limited to, is the provision of fully paid post-employment family health benefits to employees upon retirement that shall be strictly limited to employees hired prior to January 1, 2021. This section shall not impact employees covered under a separate Collective Bargaining Agreement. As part of entering into such acknowledgement agreements, a master list of all active employees, retiree or their surviving spouses eligible to receive limited post-employment health benefits shall be maintained.

SECTION 7. Employees moving from the traditional salary guide (as specified in the effective Salary Ordinance) to the common tier salary guide shall be placed on the common tier step immediately higher than the step of the traditional salary guide (as specified in the effective Salary Ordinance) they are on for the year 2022. In the event the Employee is NOT at the top step of the traditional salary guide (as specified in the effective Salary Ordinance) in 2022, every year thereafter until they reach the top step on the traditional salary guide (as specified in the effective Salary Ordinance), they shall be placed on the common tier step immediately higher than the step of the traditional salary guide (as specified in the effective Salary Ordinance) they qualify for that year. Thereafter reaching the top step of the traditional salary guide, the Employee will traverse through the common tier steps annually on January 1st of each year until they reach the top common tier step.

SECTION 8. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 9. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

**TOWNSHIP OF WEST ORANGE
ORDINANCE NUMBER 2696-22**

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, STATE OF NEW JERSEY
PROVIDING FOR A SPECIAL EMERGENCY
APPROPRIATION IN AN AMOUNT NOT TO EXCEED
\$950,000 TO FUND CONTRACTUALLY REQUIRED
SEVERANCE LIABILITIES RESULTING FROM THE
RETIREMENT OF EMPLOYEES IN THE TOWNSHIP**

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

WHEREAS, pursuant to N.J.S.A. 40A:4-53, the Township desires to authorize a special emergency appropriation in the amount of \$950,000 to fund the cost of contractually required severance liabilities resulting from the retirement of employees of the Township.

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY (not less than the majority of all members thereof affirmatively concurring)
AS FOLLOWS:**

SECTION 1. Pursuant to N.J.S.A. 40A:4-53, the amount of \$950,000 (i) is hereby appropriated to fund the cost of contractually required severance liabilities resulting from the retirement of employees of the Township, and (ii) shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-53.

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

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

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

ADOPTED ON FIRST READING
DATED: SEPTEMBER 6, 2022

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

SUSAN MCCARTNEY, Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: September 20, 2022

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

SUSAN MCCARTNEY, Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2022.

ROBERT D. PARISI, Mayor
Township of West Orange

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

The ordinance, the title of which is published herewith, was introduced and adopted upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, held on September 6, 2022, and will be further considered for final passage, after public hearing thereon, at a meeting of said Township Council to be held on September 20, 2022 at 7:00 p.m.

The purpose of this ordinance is to authorize a special emergency appropriation in an amount not to exceed \$950,000 to fund the cost of contractually required severance liabilities resulting from the retirement of employees of the Township.

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

TOWNSHIP OF WEST ORANGE
ORDINANCE 2696-22

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, STATE OF NEW JERSEY
PROVIDING FOR A SPECIAL EMERGENCY
APPROPRIATION IN AN AMOUNT NOT TO EXCEED
\$950,000 TO FUND CONTRACTUALLY REQUIRED
SEVERANCE LIABILITIES RESULTING FROM THE
RETIREMENT OF EMPLOYEES IN THE TOWNSHIP**

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

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

The ordinance, the title of which is published herewith, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on September 20, 2022.

The purpose of this ordinance is to authorize a special emergency appropriation in an amount not to exceed \$950,000 to fund the cost of contractually required severance liabilities resulting from the retirement of employees of the Township within the Township.

TOWNSHIP OF WEST ORANGE
ORDINANCE 2696-22

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, STATE OF NEW JERSEY
PROVIDING FOR A SPECIAL EMERGENCY
APPROPRIATION IN AN AMOUNT NOT TO EXCEED
\$950,000 TO FUND CONTRACTUALLY REQUIRED
SEVERANCE LIABILITIES RESULTING FROM THE
RETIREMENT OF EMPLOYEES IN THE TOWNSHIP**

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

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on September 6, 2022 at 7:00 p.m., in said County, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township this 6th day of September, 2022.

(SEAL)

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

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on September 20, 2022, at 7:00 p.m., in said County, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township this 20th day of September, 2022.

(SEAL)

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

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, R.M.C., DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the ordinance introduced on September 6, 2022, finally adopted on September 20, 2022 and approved by the Mayor on September 20, 2022 (if applicable).

(2) After introduction, the ordinance was published as required by applicable law on _____, 2022 in (insert name of newspaper).

(3) Following the passage of the ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy or summary of said ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the ordinance by the governing body. Copies of the ordinance were made available to all who requested same.

(4) After final passage, the ordinance was duly published as required by law on _____, 2022 in (insert name of newspaper).

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

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

(7) The official seal of the Township is the seal, an impression of which is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed,
imprinted or reproduced the official seal of the Township this ____ day of _____,
2022.

(SEAL)

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-14.3 PARKING TIME LIMITED ON CERTAIN STREETS DURING
CERTAIN HOURS OF CERTAIN DAYS, OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-14.3, Parking Time Limited on Certain Streets During Certain Hours of Certain Days of the Revised General Ordinances of the Township of West Orange, is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Side</u>	<u>Time Limit</u>	<u>Hours</u>	<u>Days</u>	<u>Locations</u>
Main Street	East	2 Hours	8AM-8PM	Mon-Sat	From Babcock Place northerly to a point 100 feet south of the southerly curblin <u>e</u> of Washington Street extended.
Main Street	East	15 Minutes	8AM-8PM	Mon-Sat	Starting 50 feet south of the southerly curblin <u>e</u> of Washington Street extended and extending 50 feet south.
Main Street	West	2 Hours	8AM-8PM	Mon-Sat	From Erwin Place northerly to a point 65 feet south of the southerly curblin <u>e</u> of Llewellyn Avenue extended.
Main Street	West	15 Minutes	8AM-8PM	Mon-Sat	Starting 30 feet south of the southerly curblin <u>e</u> of Llewellyn Avenue extended and extending 35 feet south.
Washington Street	East	15 Minutes	8AM-8PM	Mon-Sat	From Main Street to a point 85 feet east of the easterly curblin <u>e</u> of Main Street extended.

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

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

Section 4. This Ordinance will take effect upon final passage, publication in accordance with law and the approval of the Essex County Board of Commissioners since Main Street and Washington Street are County Roads.

ROBERT D. PARISI, MAYOR

SUSAN MCCARTNEY, COUNCIL PRESIDENT

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

DATED: _____

ADOPTED: _____

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, creates both two hour and fifteen-minute time limited parking zones on both sides of Main Street for the convenience of business patrons in the Tory Corner Shopping District. This action is in response to requests to the Downtown West Orange Alliance for more turnover in the available spaces, which tend to be taken by nearby residents or business owners who park all day. The time limited parking will be in effect from 8:00 am to 8:00 pm, Monday through Saturday.

RESOLUTION

WHEREAS, AMI West Orange, LLC is the current holder of Plenary Retail Distribution License No. 0722-44-027-005 of the Township of West Orange; and

WHEREAS, application has been made for a person to person and place to place transfer of the above-mentioned license from AMI West Orange, LLC to Mountain Society, LLC, 161 Main Street, West Orange, NJ 07052; and

WHEREAS, the principals of the applicant have been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license having been found and the transfer having been recommended for approval; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on August 11, 2022 and August 18, 2022, tax clearance for the transfer has been received and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person and place to place transfer on September 20, 2022, and no one appeared in opposition thereto;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person and place to place transfer of Plenary Retail Distribution License No. 0722-44-027-005, from AMI West Orange, LLC to Mountain Society, LLC, 161 Main Street, West Orange, NJ 07052, West Orange, NJ 07052 effective immediately.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

SUSAN McCARTNEY
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: September 20, 2022

Effective Date: September 20, 2022