

1. Conference Meeting Agenda

Documents:

[CA 10.25.22.PDF](#)

2. Public Meeting Agenda

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3. Resolution(S)

3.I. 262-22

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[262-22 EXECUTIVE SESSION 10.25.22.PDF](#)

3.II. 263-22

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[263-22 MOTT MACDONALD AWARD OF PROFESSIONAL SERVICES
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[263-22 PROPOSAL - MOTT MACDONALD.PDF](#)
[263-22 PROPOSAL - SCE.PDF](#)
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[264-22 SAFE ROUTES TO SCHOOL.PDF](#)

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3.VII. 268-22

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268-22 AWARD OF BID 2022-2023 SNOW PLOWING SALTING REMOVAL
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3.VIII. 269-22

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269-22 AWARD FALL 2022-SPRING 2023 TREE PLANTING.PDF

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270-22 RESOLUTION CHANGE ORDER NO. 3-MA 2016.PDF
270-22 CHANGE ORDER NO. 3-MA 2016.PDF
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270-22 - MA 2016 FUEL PRICE ADJUSTMENT.PDF

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271-22 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL
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271-22 EXHIBIT A-AGREEMENT FORESTRY SERVICES EAF.PDF
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3.XI. 272-22

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272-22 AWARD OF CONTRACT-THOR GUARD INC.- LIGHTING PREDICTION
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273-22 RESOLUTION- NJ DEP HREURG- WO.PDF

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274-22 RESOLUTION AUTHORIZING DISCHARGE OF MORTGAGE ON 40
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274-22 ATTACHMENT - DISCHARGE OF MORTGAGE - 40 EDGEWOOD AVENUE.PDF

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275-22 RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH RTR FINANCIAL FOR THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT - 2022.PDF

275-22 EXHIBIT-EXTENSION OF CONTRACT-RTR FINANCIAL FOR THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT - 2022.PDF

3.XV. 276-22

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276-22 CHAPTER 159 - 2022 TD TREE DAYS.PDF

3.XVI. 277-22

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277-22 RESOLUTION AUTHORIZING AGREEMENTS WITH THE DEPARTMENT OF COMMUNITY AFFAIRS FOR THE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM.PDF

277-22 EXHIBIT(S)-LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM.PDF

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278-22 RESOLUTION FOR ADDTL LAND SURVEYING SERVICES FOR WIGWAM BROOK TRIBUTARY STREAM ANALYSIS.PDF

278-22 SCE PROPOSAL OCT. 7.2022.PDF

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279-22 AUDIT RESOLUTION.PDF

279-22 SYNOPSIS COVER - 12.31.2021.PDF

279-22 COPY OF UTILITY OPERATIONS FOR SYNOPSIS.PDF

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280-22 RESOLUTION DESIGNATING DOMINIC ALLEGRIANO OEM COORDINATOR.PDF

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PHASE I.PDF
281-22 ATTACHMENT - 2022 ST. IMPROVEMENTS PHASE I-PROPOSAL
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3.XXI. 282-22

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282-22 RESOLUTION AUTHORIZING ACCESS AGREEMENT TO MBS FOR
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282-22 EXHIBIT - HCP - WEST ORANGE - PRE-CLOSING ACCESS
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283-22 RESOLUTION REVOKING RESOLUTION OF LOCAL SUPPORT FOR
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3.XXIII. 284-22

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284-22 RESOLUTION OF LOCAL SUPPORT OF PROPOSED CANNABIS
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284-22 EVALUATION REPORT - CANNABIS RETAIL MICROBUSINESS - THE
LIBRARY OF NEW JERSEY INC. - OCTOBER 2022.PDF
284-22 LETTER OF CONFIRMATION OF COMPLIANCE WITH TOWNSHIP OF
WO ZONING REQUIREMENTS-LIBRARY OF NEW JERSEY INC.PDF

3.XXIV. 285-22

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285-22 RESOLUTION TEMPORARILY SUSPENDING THE ACCEPTANCE OF
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BUSINESSES.PDF

3.XXV. 286-22

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286-22EXHIBIT - SUBORDINATION OF MORTGAGE RE 85 MITCHELL
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286-22 SUBORDINATION OF MORTGAGE - 85 MITCHELL ST..PDF

3.XXVI. 287-22

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287-22 RESOLUTION AUTHORIZING EXECUTION OF SECOND ADDENDUM
- MALANGA.PDF
287-22 SECOND AMENDMENT-09292022093650-0001.PDF

4. Ordinance(S) On First Reading

4.I. 2698-22

Documents:

[2698-22 BOND ORD. FUNDING EMERGENCY APPROPRIATION - FLOOD MITIGATION FACILITIES PRJCT. - JOINT MTG..PDF](#)

4.II. 2699-22

Documents:

[2699-22 ORDINANCE AUTHORIZING LICENSE AGREEMENT WITH PLEASANT VALLEY PRODUCTIONS - 2022.PDF](#)
[2699-22 LICENSE AGREEMENT WITH PLEASANT VALLEY PRODUCTIONS INC. FOR USE AND OPERATION OF OSKAR SCHINDLER PERFORMING ARTS CENTER - 2022.PDF](#)

5. ABC Hearing

5.I. 704-22

Documents:

[704-22 RESOLUTION NEW LICENSE - WILSHIRE CATERERS 10.25.22.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA-REVISED
Council Chambers – 66 Main Street
Tuesday, October 25, 2022
Meeting No. 18

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

- **West Orange Police Community Services Unit Visits Kelly Elementary for School Violence Awareness Week-Lt. Pat Matullo, Traffic Specialist-WOPD**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
October 25, 2022 – Meeting No. 18**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 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 – October 11, 2022 Public Meeting**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 262-22 Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations Specifically Downtown Redevelopment**
 - b. 263-22 Resolution Authorizing a Professional Services Agreement with Matt MacDonald, 111 Wood Avenue South, Iselin, NJ 08830, to Provide Professional Services for Updating the Municipal Stormwater Management Plan, Outfall Pipe Mapping for Compliance with the NJDEP Tier A MS4 Current Permit Cycle for a Fee of \$74,000. (Lepore)**
 - c. 264-22 NJDOT Safe Routes to School (SRTS) Grant - West Orange Safe Routes to School Project (Lepore)**
 - d. 265-22 Resolution Authorizing The Approval To Submit A Grant Application And Execute A Grant Contract With The New Jersey Department Of Transportation For The Walker Rd, South Valley Rd, And Rooney Circle Improvements Project (M. Ludwinski)**
 - e. 266-22 Resolution Of The Township Of West Orange, In The County Of Essex, State Of New Jersey Authorizing Township Officials To Undertake Certain Actions In Connection With The Issuance And Sale Of (A) \$51,559,136 General Obligation Notes, Series 2022a (Tax-Exempt) Consisting Of \$45,301,136 Bond Anticipation Notes, \$4,476,000 Open Space Trust Fund Notes And \$1,782,000 Special Emergency Notes And (B) \$1,826,408 Special Emergency Notes, Series 2022b (Federally Taxable) (L. Thompson/Gross)**
 - f. 267-22 Resolution Authorizing Temporary Extension of Towing Licenses for C&L Towing Services, 517 Prospect Street, East Orange, NJ and Twin Towing, 1 Lakeside Avenue, West Orange, NJ (Gross)**

- g. 268-22** Resolution Authorizing a Contract to Grabowski Construction, Inc. of 770 Northfield Avenue, West Orange, NJ 2022-2023 Snow Plowing, Salting, Removal and Snow Hauling (Lepore)
- h. 269-22** Resolution Authorizing an Award of Contract to Cerbo's Parsippany Greenhouses, Inc., 440 Littleton Road, Parsippany, NJ 07054 for the Fall 2022/Spring 2023 Tree Planting at Various Locations in the amount of \$82,500 (Lepore)
- i. 270-22** Resolution Authorizing Change Order No. 3 for the MA-2016 Improvements to Curtis Avenue and Garfield Avenue Project with A & J General Contractors Group, Inc., 105 Federal Building, Monroe Township, New Jersey 08831 in the amount of \$291.57 (Lepore)
- j. 271-22** Resolution Authorizing Execution of Professional Service Agreement with ED Arborist and Foresters, 976 Old School House Road, Blairstown, NJ 07825, to Provide Forestry Services for the Remainder of the Calendar Year 2022 in an Amount NTE \$17,500.00 (Lepore)
- k. 272-22** Resolution Authorizing a Contract with Thor Guard Inc, 1193 Sawgrass Corp Pkwy, Sunrise, Florida 33323 to Provide One (1) Lighting Prediction and Warning System for Stagg Field and Rock Spring Golf Course, in the Amount of \$48,790.00 (Gross)
- l. 273-22** Resolution of Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Environmental Protection for a Project to Design and Construct Rain Gardens to Improve Stormwater Quality and Reduce Runoff through the NJ DEP Hudson Raritan Estuary Urban Rain Garden Grant Program (Lepore/Ludwinski)
- m. 274-22** Resolution Authorizing Discharge of Mortgage on 40 Edgewood Avenue (Legal-Moon)
- n. 275-22** Resolution Authorizing Extension of Contract with RTR Financial for the Private Collection of Municipal Court Debt – 2022 (Legal-Moon)
- o. 276-22** Form of Resolution Requesting Approval of Items of Revenue and Appropriation N.J.S.A. 40A:4-87 – 2022 TD Tree Days (Gross)
- p. 277-22** Resolution Authorizing Agreements with the Department of Community Affairs for the Low-Income Household Water Assistance Program (Legal-Moon)
- q. 278-22** Resolution Authorizing an Additional Expenditure for Professional Services Contract Tributary to Wigwam Brook Additional Services with Suburban Consulting Engineers, Inc., 96 US Highway 206, Suite 101, Flanders, NJ 07836 to Complete the Work in the Amount of \$2,500.00 (Lepore)
- r. 279-22** Resolution Authorizing the Certification of the 2021 Annual Audit by the Governing Body (Gross)
- s. 280-22** Resolution Designating Domenic Allegrino the OEM Coordinator for the Township of West Orange (Legal-Trenk)
- t. 281-22** Resolution Authorizing a Professional Services Contract be Awarded to, Greenman-Pederson, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for Professional Land Engineering Services Associated with the 2022 Street Improvements - Phase I (Lepore)
- u. 282-22** Resolution Authorizing the Execution of an Access Agreement with Hackman Capital Acquisition Company, LLC for Block 115, Lots 15, 16 And 17 (Legal-Beckelman)
- v. 283-22** Resolution Revoking Resolution of Local Support for Kemistry, LLC (Legal-Moon)
- w. 284-22** Resolution of Local Support of Proposed Cannabis Related Business-The Library of New Jersey Inc. (Legal-Moon)

- x. **285-22 Resolution Temporarily Suspending the Acceptance of Applications for Local Support of Proposed Cannabis Businesses (Legal-Moon)**
- y. **286-22 Resolution Authorizing the Township to Execute a Subordination Agreement for the Township's Mortgage as Part of the Housing Rehabilitation Program to Allow the Owners at 85 Mitchell Street to Refinance Their Mortgage (Legal-Moon)**
- z. **287-22 Resolution Approving 2nd Amendment to Purchase and Sale Agreement between the Township and West Orange Senior Housing Urban Renewal, LLC (Legal-Trenk)**

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading

- a. **2698-22 Bond Ordinance Funding An Emergency Appropriation Providing For The Local Unit's Allocable Share Of The Unfunded Portion Of Phase I Of The Flood Mitigation Facilities Project Of The Joint Meeting Of Essex And Union Counties, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey (The "Local Unit"); Appropriating \$2,725,000 Therefor And Authorizing The Issuance Of \$2,725,000 Bonds Or Notes To Finance The Cost Thereof (Gross)**
- b. **2699-22 An Ordinance Authorizing the Execution of a License Agreement with Pleasant Valley Productions, Inc. for Use and Operation of the Oskar Schindler Performing Arts Center (Gross)**

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **704-22 Resolution Renewing Alcoholic Beverage Retail Consumption License No. 0722-33-068-016, Wilshire Hospitality Services, LLC t/a Wilshire Catering (Pocket), for the 2022-2023 Term and to Issue a New License Pursuant to N.J.S.A. 33:1-12.18 (Kayser)**

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): November 22, 2022

ZOOM INSTRUCTIONS:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/82564048374?pwd=azZkcVAzendyOGNVRVRsY2d3L2JuQT09>

Or Telephone:

Dial: US: 1-646-558-8656

Webinar ID: 825 6404 8374

Password: 089978

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 **October 25, 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 **October 25, 2022**

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan McCartney
Council President

Adopted: October 25, 2022

R E S O L U T I O N

WHEREAS, the Township of West Orange requires Professional Engineering Services for its Municipal Separate Stormwater Sewer System (MS4) Permit and Compliance; and

WHEREAS, Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830 submitted a proposal dated July 26, 2022 with a revision date of September 9, 2022 for updating the Municipal Stormwater Management Plan (MSWMP) for permit compliance including outfall pipe mapping and Geographic Information System (GIS) database for compliance with NJDEP Tier A MS4 current permit cycle in an amount not to exceed \$74,000.00; and

WHEREAS, the Township of West Orange will be required to extend services for the next permit cycle commencing on January 1, 2023 for compliance with new requirements that are to be adopted by NJDEP for Tier A MS4 Permit renewal; and

WHEREAS, the Township of West Orange declines a separate proposal letter dated September 9, 2022 for MS4 Full System Map and additional scope from Mott MacDonald for the next permit cycle; and

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

WHEREAS, Mott MacDonald does not require stormwater as-built drawings for the location of stormwater structures to commence the work; and

WHEREAS, Mott MacDonald of Iselin, New Jersey responded to the Township's Request for Qualifications; and

WHEREAS, Mott MacDonald of Iselin, New Jersey has performed similar work for the Township and their work quality is very good; and

WHEREAS, by letter dated September 16, 2022 the Township Engineer recommended professional services contract be awarded to Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830; 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 the Township be and hereby authorized to enter into a Professional Services Contract with Mott MacDonald, 111 Wood Avenue South, Iselin, NJ 08830 to provide professional services for updating the Municipal Stormwater Management Plan (MSWMP), outfall pipe mapping for compliance with NJDEP Tier A MS4 current permit cycle for a fee of \$74,000.00 in accordance with their proposal dated July 26, 2022 and revised September 9, 2022.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: October 25, 2022

I hereby certify funds are available from:

**ACCOUNT NO. 03 2661 21 0500 170
2021 CAPITAL BUDGET
\$74,000.00**

John Gross, Chief Financial Officer



Zayibeth Carballo, PE.-LS, CME, CFM, Assistant
Municipal Engineer
25 Lakeside Avenue West Orange. NJ 07052
Phone: (973) 325-4165 Fax: (973) 669-9588
zcarballo@westorange.org

Your Reference
Municipal SWP

Our Reference
507107186

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Orange SWMP.docx](#)

Mott MacDonald
111 Wood Avenue South
Iselin
NJ 08830-4112
United States of America

T +1 (800) 832 3272
mottmac.com

**Proposal for Professional Engineering and Permit Assistance Services
Municipal Stormwater Management Plan Updates Permit Compliance for
NJPDES: NJG0151190 / PI ID#: 168118 West Orange Township, Essex County,
New Jersey**

July 26, 2022, revised September 9, 2022

Dear Ms. Carballo:

Thank you for reaching out to Mott MacDonald related to updating several items related to the West Orange Township Municipal Stormwater Management Plan, Stormwater Pollution Prevention plan and Municipal Separate Stormwater Sewer System (MS4 permit) updates and compliance. As discussed, these updates are of priority due to the letter received by NJDEP on December 4, 2020 which captures the Stormwater Compliance Assistance Audit (Audit Letter) findings from the NJDEP that was conducted on July 31, 2019. The Audit Letter covers 17 items to which the Township must provide response and have required action items documented. The Audit letter is attached to this letter as Attachment 1. We also note that on June 21, 2022 NJDEP's Office of Water Compliance and Enforcement (Northern Regional Office) issued a second letter based upon an inspection conducted by the Department on February 17, 2022 related to issuance of a Notice of Violation (NOV) based upon non-compliance with a checklist of items that the inspector used during the evaluation that assess components of the MS4 permit and SPPP. At the time of the inspection, the NJDEP inspector cited submission of the Annual Report and Certification as out of compliance and therefore cause for the NOV. However, it is our understanding that the annual report was in the process of being submitted at the time. It is noted however, that there are several items that are under review and an overall comment by the inspector that the items noted in the 2020 Audit Letter.

1 Background

The two primary documents requiring update are the Stormwater Pollution Prevention Plan (SPPP) and the Municipal Stormwater Management Plan (MSWMP). Both are a requirement of the Tier A MS4 Permit and both require updates. Based upon our conversation, the intent is to have West Orange be

primarily responsible for the updates to the SPPP which consists of mostly templated text and a series of 17 “forms” that all now require update as the forms have changed since 2005. The SPPP also requires outfall mapping and other appendices. The following table has been prepared to coalesce the work required to address the Audit Letter and clarify where work can be completed in-house by West Orange, where it may be more efficient to have Mott MacDonald complete the item and, in some instances, where work by both West Orange and Mott MacDonald will offer a complete solution to address the item. Please note in the table where we have marked an asterisk for notes. The asterisks are follows:

Notes:

- * MM to update Outfall Map
- ** MM to provide some level of effort to coordinate
- *** Mostly WO but may need some technical depth or review from MM
- **** No Scope for MM

Table 1: July 31, 2019 Audit Letter: Summary of Deficiencies and Next Steps for Compliance

Audit Letter Item Description	Audit Letter Item	Observation July 2019	SPPP/MSWMP/Tier A MS4 Permit/Other	Current Status	Next Step for Compliance	By
1	Stormwater Pollution Prevention Plan	Unable to Locate / Failed to Provide	SPPP	Located, Needs Update	Update	WO*
2	Municipal Stormwater Management Plan	Unable to Locate / Failed to Provide	MSWMP	Located, Needs Update	MSWP to be updated	MM
3	Required Elements to be Posted on Permittee's Website	1 & 2 Not Posted along with applicable ordinances	Both	Posted, Needs Update	Once elements are updated, WO to post	WO**
4	Local Public Education	No Copy Public Education and Outreach Program	SPPP/Tier A MS4 Permit	Needs to be Prepared	Review Permit Attachment B and current SPPP. WO DPW should coordinate with governing body and/or EC. MM could assist WO but no scope at this time.	WO
5	Major Development Project Review	Major Developments (SHP & GO Academy) Deficiencies and Lack of Inspection Data and Review Data	MSWMP/Tier A MS4 Permit	Missing Information	WO to take lead in locating information or NJDEP may indicate no action but going forward major developments must have these reviews and testing conducted and documented. Hence, no scope proposed.	WO****
			MSWMP/Tier A MS4 Permit	Nonstructural Strategies		WO****
			MSWMP/Tier A MS4 Permit	Soil Testing		WO****
			MSWMP/Tier A MS4 Permit	BMP Design/Calculation		WO****
			MSWMP/Tier A MS4 Permit	Water Quantity		WO****
			MSWMP/Tier A MS4 Permit	Water Quality		WO****
			MSWMP/Tier A MS4 Permit	Groundwater Recharge		WO****
			MSWMP/Tier A MS4 Permit	Maintenance Plans		WO****
6	Street Sweeping	Unable to Locate / Failed to Provide	SPPP/Tier A MS4 Permit	Prepare Plan & add to SPPP	WO to address and is in process	WO****
7	Catch Basin Inspection and Maintenance	Unable to Locate / Failed to Provide	SPPP/Tier A MS4 Permit	Prepare Plan & add to SPPP	MM to do the inspections and set up GIS tool to take data per SPPP forms. In future permit cycles, WO could take lead with training and onboarding of GIS tool.	WO/MM
8	Municipal Maintenance Yard BMPs	25 Lakeside Salt Dome Drainage	SPPP/Tier A MS4 Permit	salt directed towards drain structures	Addressed by WO	WO****
		25 Lakeside Floor Drains Investigation	SPPP/Tier A MS4 Permit	unknown discharge and piping scheme	Addressed by WO	WO****
		25 Lakeside Storm Inlet Cleaning	SPPP/Tier A MS4 Permit	filled and clogged	WO to do or contract	WO
		25 Lakeside Sweepings/Debris Clearing	SPPP/Tier A MS4 Permit	stockpiled not in conformance with permit and BMP	WO to do or contract	WO
		590 Mt Pleasant Ave	Other	NOV clearing & secure the Industrial Stormwater Permit for Recycling Facility (not covered under Tier A Municipal Permit)	Requires submission of separate SPPP and Basic Industrial Stormwater General Permit. May also require DPPC (gasoline/fuel spill) prevention plan if quantities have changed. WO to investigate further and consult legal counsel. No scope but MM could offer services separately.	WO
9	Employee Training	Municipal Training Program not available	SPPP/Tier A MS4 Permit	WO needs to have its new employees trained in Stormwater Management via NJDEP website	WO to do. Review SPPP form in current report and update accordingly for SPPP. Review NJDEP website Submit training proof to NJDEP per MS4 permit	WO
10	Municipal Board and Governing Body Member Related Training	Municipal Board and Governing Body Member Related Training Program not available	Tier A MS4 Permit	WO needs to have its public servants trained in Stormwater Management via NJDEP website	WO to do. Review SPPP form in current report and update accordingly. Submit training proof to NJDEP per MS4 permit	WO
11	Outfall Pipe Map	Unable to Locate / Failed to Provide	SPPP/Tier A MS4 Permit	Prepared and last updated in 2009	Submit current map immediately and then update and submit. Provide in paper and in GIS format per NJDEP requirements. Needs to also be included in the SPPP. Requires field work by MM	MM
12	Outfall Pipe Stream Scouring	Unable to Locate / Failed to Provide	SPPP/Tier A MS4 Permit	Needs to be prepared and inspections need to be done	MM will set up inspection tool for data to load into GIS and populate SPPP form. Needs to be coordinated with NJDEP tool ("app") Requires field work by MM	MM
13	Illicit Discharge Detection and Elimination	Unable to Locate / Failed to Provide	SPPP/Tier A MS4 Permit	Needs to be Prepared and Inspections performed	Needs to be coordinated with NJDEP tool ("app") No scope for MM.	WO****
14	Stormwater Facilities Maintenance	Unable to Locate / Failed to Provide	SPPP/Tier A MS4 Permit	Needs to be Prepared and maintenance implemented	MM can prepare with WO. WO to implement and keep records. MM could set up tool to have the data collected by WO load into GIS automatically and populate SPPP form. Needs to be coordinated with NJDEP tool ("app")	MM/WO
15	Stormwater Facilities Maintenance (Privately Owned or Operated)	Unable to Locate / Failed to Provide	SPPP/Tier A MS4 Permit	Needs to be Prepared and maintenance implemented	MM can prepare with WO. WO to implement and keep records. MM could set up tool to have the data collected by WO load into GIS automatically and populate SPPP form. Needs to be coordinated with NJDEP tool ("app")	MM/WO
16	Total Maximum Daily Load (TMDL)/Impaired Waterway	Unable to Locate / Failed to Provide	SPPP/Tier A MS4 Permit	Need to review 4 TMDL's for FC, 3 for Phosphorus, 1 for Verona Lake and associate if necessary to stream segments in municipality. Identify and develop strategies to address sources	MM can prepare and include in SPPP and assess if optional reduction in pollutants is applicable	MM
17	Annual Report and Certification	Unable to Locate / Failed to Provide	SPPP/Tier A MS4 Permit	Report Documents need to be submitted	WO to do and is the NOV item in the June 2022 NJDEP letter. No Scope for MM.	WO

2 Scope of Work

Based upon the above table, the following items are proposed to be included in Mott MacDonald's scope:

- Items 2, 7, 11-12, 14-16

Hence, our proposed scope of work is as follows:

2.1 Item 2 (Municipal Stormwater Management Plan)

Mott MacDonald prepared the original MSWMP in 2005. Mott MacDonald will update the document 10-part main section, 2 tables, 3 figures and 2 appendices as applicable. The following 10 Sections will be prepared and updated:

- Introduction (Update)
- Goals (Update)
- Stormwater Discussion (Update)
- Background (Update)
- Design and Performance Standards (Update)
- Plan Consistency (Update)
- Nonstructural Stormwater Management Strategies (Update)
- Land Use/Build-Out Analysis (Now Required)
- Mitigation Plans (Update)

As a result of the Land Use/Buildout Analysis, additional tables and figures will be added to the report. To complete the buildout the analysis, the Township's inventory of total land area sorted by HUC14 and land use zone will be tabulated using available GIS data. Existing Impervious lands and wetlands/water areas will be subtracted out of the total land area to calculate the developable area. The township's allowable impervious coverage in each zone will be applied to indicate a theoretical build-out of impervious land. An additional calculation is then made by zoning type to compute pollutant loads of Total Phosphorus, Total Nitrogen and Total Suspended Solids Loads from the buildout data using load criteria published by NJDEP (lbs/acre/yr).

For the above update, we propose 90 hours of engineering and scientist time to complete this task.

2.2 Item 7 (Catch Basin Inspection and Maintenance - Part IV.B.5.b.ii)

As of 2018, it is now a requirement to inspect all municipally owned catch basins and inlets at least once every five years, and then clean as frequently as necessary to eliminate recurring problems and restore proper function. However, it is our understanding that whereas all inspections should have been complete by the end of this year (2022), to bring the system into compliance all inlets require inspection at this time. Hence, Mott MacDonald proposes to conduct the inspections and record the data in accordance with the current requirements of the permit and SPPP. Based on the length of municipal roads, we estimate 2,000 catch basins to locate and inspect. We estimate one field person can conduct 75 inspections a day. Moreover, we will document where cleaning and clearing are needed and

provide the information as we progress the inspections to the Township so that arrangements by the Township can be made to clean the inlets. We propose to collect the data using digital form tied to an in-house GIS platform named MMFIT. The application makes use of the GPS capabilities of the user's smartphone to locate assets in the field adequately for locating and identifying for inspection purposes. This provides a cost savings over traditional survey methods. As the conclusion of the project the data will be transmitted to the Town. The town may elect to continue to use the MMFIT platform on a subscription basis and use the dashboard features to track the ongoing inspection requirements. The Township will need to record the data and supporting documentation to log in the amount of wet tons of material collected.

For the above update, we propose 286 hours of engineering and field technician specialist time to inspect the catch basins and inlets. In the event that there are significantly more inlets to inspect than anticipated we will inform the Town and provide a revised estimate.

2.3 Item 11 (Outfall Pipe Map - Part IV.B.6.a)

We have modified this item into two components. Item 11a, is our baseline scope needed for the current permit cycle. Item 11b addresses the next MS4 permit cycle and is additional scope item

Item 11a Outfall Pipe Map (Base Scope)

West Orange is required to update its stormwater outfall mapping which was last updated in 2009. As such, Mott MacDonald will consult with the DPW staff and will request any mapping for inspection notes to identify known areas of updates/`changes in the outfall locations. Mott MacDonald will then deploy its survey and inspection crew to fill data gaps based upon the areas recommended by the DPW to investigate further. Outfalls will be logged in a GIS compatible file provided to the Town at the conclusion of the project. We anticipate walking the banks of the Town's streams to identify as many outfalls as possible. We anticipate that the Town will help identify the streams that need to be walked.

For this task, we propose 119 hours of field inspection time and field technician time.

Item 11b (MS4 Full System Map, Additional Scope, see Proposal Letter dated September 9, 2022)

Be advised that it will be required in the next permit cycle, the mapping requirement will be extended to all MS4 components, including but not limited to:

- MS4 outfalls (receiving surface water name, type of outfall);
- MS4 ground water discharge points (type);
- MS4 interconnections (type into/from, entity);
- Storm drain inlets (type, catch basin present, label present, retrofitted);
- MS4 manholes;
- MS4 conveyance (type, direction of flow);
- MS4 pump stations;
- Stormwater facilities (type); and

- Property boundaries of maintenance yard(s) and other ancillary operations (type)

As requested, we have now updated our proposal to include the completion of this mapping in advance of the permit issuance to provide for West Orange to continue to remain in compliance with the Tier A permit as completion of this task will be effective date of permit (EDP+36 months). Our scope and more detailed qualifications and pricing is included in a separate proposal letter dated September 9, 2022.

2.4 Item 12 (Outfall Pipe Stream Scouring - Part IV.B.6.b)

The NJDEP letter requires West Orange conduct stream scouring investigations and complete the appropriate SPPP forms, to be completed digitally and provide to the Town. Although you have indicated that the SPPP was to be principally undertaken directly by West Orange, there may be some efficiency to provide for Mott MacDonald to conduct these investigations in conjunction with the outfall mapping updates since the outfall mapping data collection requires field inspection of the receiving streams.

Hence, in conjunction with Item 2.5 above, we propose an additional 12 hours of inspection, scientist and GIS Specialist time to conduct the field investigations and complete the SPPP forms for West Orange to use in their SPPP overall submission. This estimate is based on evaluating 75 outfalls, if additional outfalls are encountered, we will notify the Town.

2.5 Item 14 Stormwater Facilities Maintenance (Municipally Owned or Operated) - Part IV.C.1.a

The NJDEP letter requires West Orange to prepare a written program of long-term cleaning, operation and maintenance of all municipally owned or operated stormwater facilities. Based upon our most recent conversation, it is assumed that West Orange will take the lead on this task and compile the necessary information. Mott MacDonald assumes a very limited scope to review and confirm the program meets the requirements of the permit and will assist the Township in developing a maintenance log digital tool app that can be used using NJDEP's example templates and then linked to the Township GIS system.

For this task we assume 44 hours of engineering and GIS specialist time but limit our scope to the assistance in developing the tool to be used by West Orange.

2.6 Item 15 Stormwater Facilities Maintenance (Privately Owned or Operated) - Part IV.C.1.b

Similar to Item 14, private long-term cleaning and maintenance is required on privately owned and operated stormwater facilities. Moreover, the Township is required to submit the maintenance procedures also similar to Item 14. However, it is believed the intent is to have the Township enforce the maintenance and collect the procedures from the private entity for inclusion in the SPPP. As such, it is assumed that West Orange will take the lead on this task and compile the necessary information. Mott MacDonald assumes a very limited scope to review and confirm the program meets the requirements of the permit and will assist the Township in developing a maintenance log digital tool app that should be deployed to the private entities so they can submit their records to the Township. Again the

tool will be such that it can be used using NJDEP's example templates and then linked to the Township GIS system.

For this task, we assume 18 hours of engineering and GIS specialist time but limit our scope to the assistance in developing the tool to be used by West Orange.

2.7 Item 16 Total Maximum Daily Load (TMDL)/Impaired Waterway - Part IV.C.2

The NJDEP Audit letter requires West Orange to identify TMDL's for the streams that fall within the municipal borders to assess initially and then annually stormwater related pollutants to prioritize maintenance schedules and repairs as well as overall strategies to address the sources of pollutants of the published TMDL's. Strategies that the Township implements shall be incorporated in the SPPP as Optional Measures.

Given the above, Mott MacDonald proposes to review the published TMDL's which based upon our initial review involve seven (7) TMDL's for streams and one (1) for lakes (Verona Park Lake). The TMDL's for the streams include Fecal Coliform and Phosphorus. The TMDL for Verona Park Lake is for Phosphorus.

Given the current permit requirements, Mott MacDonald's services are limited to documenting a formal review of the TMDL's noted above and preparing recommendations related to maintenance priority with the results written into the SPPP and updated Municipal Stormwater Management Plan.

For this task, we assume 36 hours of engineering and scientist time but limit our scope to the minimal requirements in the current permit.

Again, be advised that similar to Item 11, the new permit cycle will significant requirements to this aspect of the permit that would become effective in 2023. Mott MacDonald could provide a separate proposal to commence with services to address the permit requirements that will be in place by 2023.

3 Deliverables

For the above scope, our deliverables will include:

- Updated Outfall Map
- Updated Municipal Stormwater Management Plan
- Copies of all inspection reports (inspection tool, data and pdf report)
- GIS geodatabase containing the updated inlet and outfall data.
- Deliverables noted in the September 9, 2022 Proposal letter for Item 11b

We will submit 2 paper copies of the deliverables along with a readable electronic version of all documents.

4 Proposed Fee

We propose our fee based upon the following hours per task along with overall project management and Township and NJDEP coordination time. We propose our services on a reimbursable basis for time and expenses actually incurred. We have attached our rate table indicating hourly rates by professional title and categories of direct expenses. Given the nature of the scope for this project, we anticipate direct expenses generally limited to mileage for field inspection travel, necessary paper

copy mailings and an implementation cost to develop the digital application forms required by NJDEP for inspection as well as the "setup" of access for the West Orange DPW team.

For budgetary purposes, we indicate an overall fee of \$74,000 broken down by tasks, total hours and expenses in the table below. Note that under a separate proposal letter, we have provided our scope and pricing for the additional services identified above as Item 11b. Please refer to proposal letter dated September 9, 2022 for the additional fee amount beyond the costing noted below.

Name	Nancy Wohlleb	John Dening	Kirk Barrett	Harsho Sanyal	Christopher Lieb	Data GIS Specialist	Task Total	Task Total	Task Total Labor
Title	Principal Project Manager	Principal Project Manager	Project Engineer - Stormwater	Engineer I - Stormwater	Inspector II - Water		Labor	Expenses	and Expense
Item 2 (Municipal Stormwater Management Plan)	6	4	20	60	0	0	\$11,687.83	\$-	\$11,687.83
Item 7 (Catch Basin Inspection and Maintenance - Part IV.B.5.b.ii)	6	2	44	0	226	8	\$29,629.49	\$1,626.00	\$31,255.49
Item 11a (Outfall Pipe Map - Part IV.B.6.a)	0	4	25	0	90	0	\$12,714.39	\$-	\$12,714.39
Item 12 (Outfall Pipe Stream Scouring - Part IV.B.6.b)	0	0	2	0	10	0	\$1,181.00	\$600.00	\$1,781.00
Item 14 Stormwater Facilities Maintenance (Municipally Owned or Operated) - Part IV.C.1.a	0	0	6	30	0	8	\$5,181.01	\$1,800.00	\$6,981.01
Item 15 Stormwater Facilities Maintenance (Privately Owned or Operated) - Part IV.C.1.b	0	2	8	0	0	8	\$2,962.31	\$-	\$2,962.31
Item 16 Total Maximum Daily Load (TMDL)/Impaired Waterway - Part IV.C.2	0	4	32	0	0	0	\$6,126.08	\$-	\$6,126.08
Total	12	16	137	90	326	24	\$69,482.11	\$4,026.00	\$73,508.11*

***Say \$74,000**

The fee will be not to exceed unless additional authorization is provided by the Township. We will only proceed with authorized work as selected by West Orange. Should West Orange accept our proposal, we would be delighted to forward our standard form of agreement and upon authorization, proceed immediately with the work. Both Nancy and myself will be pleased to answer any questions you might have and look forward to a project kickoff meeting where we would be pleased to introduce the project team and commence our services.

If you have any questions please do not hesitate to contact us.

Very truly yours,

Mott MacDonald



John R. Denning, P.E., C.F.M.
Senior Associate / Principal Project Manager
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908-723-0283
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Nancy C. Wohlleb, P.E., C.M.E., Env SP
Vice-President / Principal Project Manager
973.912.2616
nancy.wohlleb@mottmac.com

Enclosures: Rate Table

cc: Leonard Lepore, P.E.,
Peter Kocsik, Mott MacDonald
Kirk Barrett, Mott MacDonald



Zayibeth Carballo, PE, PLS
Assistant Municipal Engineer
25 Lakeside Ave
West Orange, NJ 07052

Professional Services for Geographic Information Systems (GIS) Development of Municipal Separate Storm Sewer System

September 9, 2022

Dear Ms. Carballo:

Mott MacDonald
111 Wood Avenue South
Iselin
NJ 08830-4112
United States of America

T +1 (800) 832 3272
www.mottmac.com/americas

Mott MacDonald is pleased to submit this proposal to provide continued support of the Township's MS4 permit compliance. The following proposal letter is an additional requested item related to Item 11b as noted in our proposal letter to you dated July 26, 2022 revised September 9, 2022. This item addresses forthcoming MS4 permit compliance effective 1/1/2023 requiring the Township to "map" its entire MS4 system. Based upon our discussions and recognizing NJDEP's mapping requirements and standards, our approach will be similar to other NJ municipalities where we have initial and subsequent refinement of storm sewer utility GIS databases. We believe with this phased approach the Township will be well-positioned to enter the next permit cycle in good standing and compliance.

Project Understanding

The Township of West Orange is seeking a qualified consultant to perform the necessary Geographic Information System (GIS) database development required to inventory the Township-owned MS4 assets. The database will be developed from a combination of available historical maps and the existing outfall GIS inventory.

The Township has historical mapping that depicts portions of the MS4 system on forty-two (42) tax maps. It is not known when the maps were last updated but there are areas of the Township developed in the 1990's that are not depicted on the maps. The completeness of the mapping is also not known as there are areas for which outfalls were found in the field but no MS4 assets are depicted on the corresponding historic map (ex. Wigwam Brook Area). The MS4 mapping typically terminates at the County roadway.

Given the unknown nature around the completeness of the historic mapping Mott MacDonald recommends a phased approach to the development of the Township's MS4 GIS Database.

Phase 1 – MS4 Geodatabase Development From Historic Mapping (~60-75% of the MS4 Captured)

Under this task Mott MacDonald will develop the base MS4 database using the following workflow:

1. The forty-two (42) historic maps will be georeferenced to the most current orthophotography/landbase using common features shown between the two sources. A minimum of 4 registration points will be used to spread any residual error across the entire image.
2. Working within a standardized MS4 data model, asset locations (inlets, manholes, storm main, etc) will be captured as depicted on the georeferenced plan sheets and connected to the GPS located outfalls. Asset information shown on the maps will be captured into the appropriate GIS attribute field. Based upon a review of the provided plans the following information (diameter, material, flow direction, etc) will be captured.
 - a. A hyperlink will be established between each feature and the corresponding plan image. This will allow for the on-screen retrieval of the source map from directly within the GIS environment.
3. Capture the extents and locations of gaps in the MS4 network. Areas will be identified using common sense logic and engineering principles (ex. All inlets need to terminate at an outfall or detention basin). As discussed previously there are outfalls found in the field for which there is not MS4 infrastructure depicted on the historic mapping.
 - a. The data gaps identified will require additional mapping provided by the Township or County and/or field investigation. The data gaps will aid in the development of the Phase II proposal to complete the mapping of the Township's MS4 network see below.
4. Apply Mott MacDonald's standardized QA/QC procedures to ensure features are valid, domain attributes are followed, and feature connectivity has been maintained.

Phase 2 – MS4 Geodatabase Refinement from Data Gaps (100% of the MS4 Captured)

We believe that at the completion of Phase I Items 1-4, approximately 60-75% of the Township MS4 system will be mapped. After the initial deliverable is presented to West Orange, we will be able to present a second proposal to the Township to complete the mapping for Phase 2. We also believe that the most cost -effective way to complete the mapping is to conduct the required field investigations at the same time the new permit requirements are in effect whereupon the facilities are to be inspected. Missing facilities and data can be captured with one field effort as inspections are made according to the schedule of the permit cycle. Hence, we would defer proposing on Phase 2 of the mapping effort and the future permit inspection items until this initial mapping effort is completed. Putting forth a proposal fee for the Phase 2 effort would truly only be guess, likely based upon the miles of roads in the Township which we do not want to irresponsibly offer without having a sounder understanding of the extent of missing data.

Project Deliverables

- MS4 GIS Database
- MS4 Data Gaps GIS Database



- MS4 Data Gaps Map
- MS4 Outfall GIS database for upload to NJDEP website
- Metadata that complies with Federal Geographic Data Committee (FGDC) requirements (required for submittal to NJDEP)
- Georeferenced Historic Maps

Fee & Schedule

Mott MacDonald anticipates completing the above scope of services within a 4-month time frame to complete the Phase 1 MS4 Geodatabase Development from Historic Mapping. We propose our services for a lump sum fee of \$30,000. Invoices will be made monthly on a percent complete basis. ***Note that this is an additional cost to our scope of work described in our proposal letter to you dated July 26, 2022 (revised September 9, 2022).*** All other terms of our services are as described in our July 26, 2022 letter to you. Upon completion of Phase I Items 1-3 noted above, we will provide West Orange our proposal for Phase II to complete the MS4 Geodatabase development.

Thank you for the opportunity to continue to serve the Township and please contact us should you have any questions or need any additional information.

Very truly yours,

Mott MacDonald

A handwritten signature in blue ink that reads "John Denning".

John R. Denning, P.E., C.F.M.
Senior Associate / Principal Project Manager
973-912-2464
908-723-0283
john.denning@mottmac.com

A handwritten signature in black ink that reads "Nancy C Wohlleb".

Nancy C. Wohlleb, P.E., C.M.E., Env SP
Vice-President / Principal Project Manager
973.912.2616
nancy.wohlleb@mottmac.com

Enclosures: Rate Table

cc: Leonard Lepore, P.E.,
Peter Kocsik, Mott MacDonald
Kirk Barrett, Mott MacDonald



August 22, 2022

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

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

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Engineering Services
Municipal Stormwater Management Plan for Permit Compliance
Our File No.: Proposal SCE-P13155.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for Professional Engineering Services to the Township of West Orange (Township) in response to the Request for Proposal (RFP) for Municipal Stormwater Management Plan.

Services for this project will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE). Geographic Information Systems (GIS) specific services will be performed under the direct supervision of a certified GIS Professional (GISP). SCE is an Esri Silver business partner which allows us to support our mutual customers by providing business solutions, GIS implementation services, and location intelligence faster and more efficiently by leveraging ArcGIS technology.



Project Overview

Based on the RFP, it is our understanding that the Township is requesting proposals to provide assistance for compliance with the requirements of Tier A Municipal Stormwater General Permit. The successful proposal needs to be capable of conducting and preparing the necessary locations and maps for the stormwater outfall pipe mapping, as well as an update to the current Municipal Stormwater Management Plan.

Our team will leverage GIS to streamline the professional services necessary to complete this project. GIS will be utilized in the office to perform the buildout analysis and to create the maps and figures that are required for the Municipal Stormwater Management Plan (MSWMP) and other tasks. GIS will be utilized in the field to map and inventory the Township's stormwater assets. When implemented properly, GIS will improve Township access to stormwater related information and maps, including maintenance and inspection records, and increase the efficiency of field work by providing digital inspection forms and system maps that can be accessed by field workers using mobile devices.



SCE will utilize Esri's ArcGIS Online to perform the GIS tasks included in our proposal. We propose to purchase an annual ArcGIS Online organizational account for the Township, that SCE will use to complete the project scope of work. This approach will allow the ArcGIS Online account, including the GIS maps, applications, and digital inspection forms that are created for this project, to be owned by the Township and available for future use, should the Township desire to utilize GIS to support stormwater related operations and maintenance and Municipal Separate Storm Sewer System (MS4) permit specific requirements. The ArcGIS Online account will be active for one (1) year from the purchase date and can be renewed on an annual basis if desired by the Township. Using GIS in the manner outlined in this proposal and making this GIS available to the Township after the end of this project, adds significant value to the Township that may differentiate our proposal from others.

Scope of Services

1. Municipal Stormwater Management Plan (MSWMP)

SCE will revise the existing 2005 MSWMP in accordance with the New Jersey Department of Environmental Protection (NJDEP) Tier A Renewal Draft guidance, including a total buildout analysis. We will use GIS data that is available from the public domain, including the NJDEP, Federal Emergency Management Agency (FEMA), and more, to update the existing tables, figures, and appendices in the report. This will include the buildout analysis using the Township's inventory of total land area sorted by Hydraulic Unit Code 14 (HUC14) and land use zone.

The Stormwater Pollution Prevention Plan (SPPP) is one (1) of the appendices to the MSWMP. SCE will update the SPPP using the latest 2018 template on the NJDEP website and use GIS for the following requirements for easy reference during NJDEP or Environmental Protection Agency (EPA) audit and inspection:

- Storm Drain Inlet Retrofitting dashboard to show percent complete for annual report submission.
- Municipal Maintenance Yard Monthly, Quarterly, and Annual inspection reminders for Department of Public Works (DPW).
- Employee Training reminders with links to NJDEP training videos by training topic and frequency.
- Outfall Pipe Inspection annual reminders in addition to inspection forms as described in Part A below.
- Stormwater Facilities Maintenance reminders for required inspection intervals.

2. Catch Basin Inspection, Maintenance, and Mapping

SCE will utilize Esri's ArcGIS Field Maps and Survey123 mobile applications to map the location of each catch basin and to capture the results of the catch basin inspections. High accuracy, centimeter grade Global Navigation Satellite Systems (GNSS)



equipment paired with the Field Maps mobile application will be used to collect the location of each catch basin.

Our team will review the Township's existing as-built drawings to gain a general understanding of the location of stormwater catch basins prior to commencing the field work. Our general approach to the field data collection will be to travel the rights-of-way of each street and municipal easement where we anticipate stormwater catch basins to be located, based on our review of Township's existing as-built drawings. Our GNSS equipment will be connected to a real-time kinematic (RTK)

GPS vs. GNSS: What is the Difference?

GPS stands for Global Positioning System and refers to the satellite constellation which is owned and maintained by the United States Department of Defense. GPS consists of 24 operating satellites and is a type of GNSS.

GNSS stands for Global Navigation Satellite System which describes a constellation of satellites that provide positioning and timing data from space to GNSS receivers on earth. GNSS includes GPS (USA), GLONASS (Russia), Galileo (EU), Bei-dou (China), and more. GNSS includes more than 108 individual satellites. Access to this many satellites results in higher accuracy data collected more quickly.

network which will improve the accuracy of GNSS measurements in real-time. Centimeter grade GNSS equipment will typically capture horizontal locations that are accurate to within a few inches of the actual location of the asset being collected, in optimal conditions. Vertical accuracy is typically two (2) to three (3) times the horizontal accuracy at each location. Location data collected for this project will meet or exceed the requirements of the NJDEP GPS Data collection Standards for GIS Data Development.

Once the catch basin location has been mapped, our team will inspect the catch basin to identify and document any suggested cleaning, clearing, or repair work. Our catch basin inspections will include both the grate opening and the catch basin structure, including the sump and any inlet and outlet pipe(s). We will document any observations about the condition of the catch basin structure including the frame and grate, water

quality, and surrounding ground surface using a standard digital inspection form. Our catch basin inspection form will be provided to the Township for review and comment, prior to the start of the field work. Revisions or additions that are mutually agreed upon by the Township and SCE will be incorporated into the inspection form prior to the start of the field work.

The NJDEP's Municipal Stormwater Mapping and Inventory guidance will be used when collecting information about each catch basin. The following information, when present in the field about each catch basin, will be collected and stored as attributes within the GIS data. This information will be in addition to the inspection results:

- Catch Basin ID
- Owner – Township, County, State, Private, etc.
- Catch Basin Type – Curb cut, grate inlet, etc.

- Bicycle Safe Grate – Yes or No
- “Drains to Waterway” casting, paint, etc. – Yes or No
- Inlet Best Management Practices (BMP) – Yes or No
- BMP Type
- Contributing Drainage Area – Residential, Commercial, Park/Open Space, etc.

A minimum of one (1) close-up photograph of each catch basin will be captured in the field, included in the final inspection report, and connected to that asset within the GIS. An additional photograph that shows the general location of each catch basin will also be taken. Our team will photograph any maintenance issues or unusual conditions that are observed in the field.

Esri's standardized stormwater conveyance data model will be used as a starting point and then modified to incorporate NJDEP specific standards for stormwater inventorying. GIS data will utilize the New Jersey State Plane Coordinate System (NJ SPCS) derived from the North American Datum of 1983 (NAD83).



The progress of our field work and summary of maintenance issues will be tracked within a GIS based project status dashboard in real time. The project status dashboard will include an interactive map that allows the Township to pan and zoom throughout the Township and select specific catch basin inlets to view detailed information about each catch basin and inspection results and photographs. A summary of any maintenance issues will be provided to the Township on a bi-weekly basis so that the Township can review and address when appropriate.

We have assumed the following for this phase of work:

- ***Approximately 2,000 catch basin inlets will be mapped and inspected.***
- ***Township will provide DPW staff member to assist SCE with accessing and locating catch basins.***

3. Outfall Pipes Mapping

Part A

Our team will use a similar approach for mapping outfalls as what is proposed for Task 2 Catch Basin Inspection, Maintenance, and Mapping above. Our team has extensive experience locating, mapping, and inspecting stormwater outfalls as required by the NJDEP and MS4 permit. We have identified that the majority of time spent performing an outfall inspection is spent locating the actual outfall; not performing the inspection. As such, we propose to include an outfall inspection in this phase of work as this will

provide the Township with added value without adding cost to the project. Outfall inspections that are completed as part of this phase will satisfy the MS4 requirement to complete an outfall inspection every five (5) years.

We will review the Township's 2009 outfall pipe mapping, as-built drawings, and meet with Township staff that are most familiar with the Township's outfalls to create a comprehensive list of known and potential outfall locations. Our field team will travel to each of the known and potential outfall locations to perform the GNSS mapping and outfall inspection. Additional outfalls that are located in the field will also be mapped and inspected. Outfall inspections will be performed during dry-flow conditions, which is at least 72-hours after the previous precipitation or snowmelt event.



The following outfall information, when present in the field, will be collected and stored as attributes within the GIS data. These attributes align with the NJDEP's recommendations for inventorying stormwater outfalls. This information will be in addition to the inspection results:

- Outfall ID
- Owner – Township, County, State, Private, etc.
- Pipe Material
- Pipe Shape
- Headwall Structure
- BMP Structure
- Contributing Drainage Area
- Type of Area Receiving

Esri's stormwater conveyance data model will be used as a starting point and modified to incorporate NJDEP standards for stormwater inventorying. GIS data will utilize the New Jersey State Plane Coordinate System (NJ SPCS) derived from the North American Datum of 1983 (NAD83). A minimum of one (1) close-up photograph of each catch basin will be captured in the field, included in the final inspection report, and connected to that asset within the GIS.

Once the outfall mapping and inspections in the field are completed, our team will prepare a storm sewer outfall pipe map and GIS data deliverable to be submitted to the NJDEP. The outfall location map will show the location of the end of all MS4 outfall pipes that are operated by the Township, and the location of all surface water bodies receiving discharge from those outfall pipes. Each outfall will be given a unique alphanumeric identifier and labelled on the map. SCE can either submit the outfall location data to the NJDEP on behalf of the Township or submit the outfall GIS data to the Township for future submittal to the NJDEP.



We have assumed the following for this phase of work:

- ***Approximately 255 outfalls will be mapped and inspected.***
- ***Township will provide DPW staff member to assist in accessing and locating outfalls.***

Part B

We understand the Township's MS4 permit obligations and how GIS can be used to efficiently collect, manage, analyze, and export data required to comply with the MS4 permit. Our team will supplement the outfall and catch basin data that is collected in Tasks 2 and 3 with the following stormwater system features:

- MS4 ground water discharge points (type)
- MS4 interconnections (type into/from, entity)
- Storm drain inlets (type, catch basin present, label present, retrofitted)
- MS4 manholes
- MS4 conveyance (type, direction of flow)
- MS4 pump stations
- Stormwater facilities (type)
- Property boundaries of maintenance yard(s) and other ancillary operations (type)

The subsurface stormwater conveyance system will be digitized into GIS based on a combination of the Township's existing stormwater as-built drawings and additional mapping, field observations including GNSS data collection of stormwater surface features, and stormwater system knowledge of Township staff. The GIS stormwater system will be digitized following GIS best practices. Point features including catch basins, outfalls, manholes, etc. will be "snapped" to line features such as gravity mains, retention/detention basins, etc. The system will be digitized to incorporate the proper flow direction.

The result and final deliverable of this phase of work will include GIS data of the Township's stormwater conveyance system. Preparing the Township's stormwater inventory and mapping in this manner will result in an authoritative GIS dataset that can be used by the Township in the future to analyze the stormwater conveyance system to trace potential illicit connections, perform stormwater modelling, assist with the operations and maintenance of the Township's stormwater system, and more.

4. Outfall Pipe Stream Scouring

Stream scouring is one (1) aspect of the outfall inspections that are proposed to be completed as part of Phase 3 Part A as outlined above. Outfall locations that may be contributing to localized stream scouring will be identified as part of the "Outfall Inspection Results Summary" letter report that will be provided to the Township. These locations will be mapped and photographed as part of the outfall mapping. An additional "Stream Scouring Investigation Recordkeeping Form" will be prepared for



outfalls that are found to be contributing to or causing stream scouring. We have assumed that stream scouring may be present at up to ten (10) outfall locations and will complete the supplemental form for these ten (10) outfall locations.

5. Stormwater Facilities Maintenance (Municipally Owned and/or Operated)

Using the GIS data collected in Part B above, SCE will create inspection forms for Township owned stormwater facilities for quarterly inspection and after each rainstorm exceeding one (1) inch for MS4 compliance.

The GIS system will be configured to allow the Township to add attachments of maintenance logs, photographs, and more to the municipal facilities. Our team will train Township staff how to add these attachments within the GIS. This will allow Township staff to continue to use GIS to track these maintenance activities, following the completion of this project. We will also evaluate the potential to create these maintenance logs as digital GIS based forms to make the Township maintenance and inspections more efficient.

6. Stormwater Facilities Maintenance (Privately Owned and/or Operated)

SCE will use the New Jersey Hydrologic Modeling Database with data collected by New Jersey Soil Conservation Districts and the New Jersey Department of Agriculture to identify stormwater basins in the Township. In addition to these records, we would request previous MS4 Annual Reports submitted to the NJDEP by the Township and Land Use Board records to confirm presence of stormwater infrastructure on private property.

The GIS system will be configured to allow the Township to add attachments of maintenance logs, photographs, and more to the private facilities. Our team will train Township staff how to add these attachments within the GIS. This will allow Township staff to continue to use GIS to track these maintenance activities, following the completion of this project.

7. Total Maximum Daily Load (TMDL)/Impaired Waterway

SCE will review the NJDEP published TMDL's for the watercourses within the Township and prepare written maintenance recommendations to be incorporated in the SPPP and MSWMP.

Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees, and printing expenses.



Fee Proposal

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

Item No.	Description	Labor	Expenses	Total
1	Municipal Stormwater Management Plan (MSWMP)	\$8,400	\$50	\$8,450
2	Catch Basin Inspection, Maintenance and Mapping	\$25,100	\$800	\$25,900
3A	Outfall Pipes Mapping- Part A	\$10,930	-	\$10,930
3B	Outfall Pipes Mapping- Part B	\$17,550	-	\$17,550
4	Outfall Pipe Stream Scouring	\$1,800	-	\$1,800
5	Stormwater Facilities Maintenance (Municipally Owned and/or Operated)	\$3,000	-	\$3,000
6	Stormwater Facilities Maintenance (Privately Owned and/or Operated)	\$5,680	-	\$5,680
7	Total Maximum Daily Load (TMDL)/Impaired Waterway	\$5,725	-	\$5,725
Total Lump Sum Fee:				\$79,035

Deliverables

The following deliverables will be submitted to the Township:

- Outfall Location Map (PDF format).
- GIS geodatabase including the Township stormwater conveyance system (outfalls, catch basins, manholes, gravity mains, pump stations, detention/retention basins, etc.).
- Inspection reports including data, photographs, and summary report.
- TMDL written recommendations.
- Municipal Stormwater Management Plan in PDF and Word format.

Project Schedule

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal or Purchase Order (PO). We anticipate completing the scope of work within three (3) months from project kickoff.

Services Not Included Unless Authorized

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

- Opening catch basin inlets or manholes.
- Measuring depth to inverts within catch basin inlets or manholes.



- Annual costs associated with ArcGIS Online following year 1.
- Water sampling and testing.
- Traffic control.
- Mapping and inspection of State and County owned stormwater structures, particularly along the Route 280 right-of-way.
- Roadside Erosion Control per IV.F.2a.ix.
- MS4 Conveyance System Inspection & Cleaning per IV.F.3a.v.
- Watershed Improvement Plan (WIP) including all three (3) phases: (1. Watershed Inventory Report, 2. Watershed Assessment Report, or 3. Watershed Improvement Plan Report) as outlined in the NJDEP Tier A Municipality 2022 Draft Renewal.

Fee Structure

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

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

- Principal/Project Officer \$165/hour
- Senior Project Manager \$163/hour
- Project Manager \$160/hour
- Senior Project Licensed Professional \$155/hour
- Project Licensed Professional \$150/hour
- Licensed Professional \$140/hour
- Senior Project Coordinator \$155/hour
- Project Coordinator \$150/hour
- Senior Designer/Senior Survey Analyst \$130/hour
- Designer/Survey Analyst \$125/hour
- Senior Environmental Scientist \$130/hour
- Environmental Scientist \$125/hour
- Senior Project GIS Analyst \$145/hour
- Project GIS Analyst \$135/hour
- GIS Analyst \$130/hour
- Senior GIS Technician \$118/hour
- GIS Technician \$108/hour
- Senior GIS Project Coordinator \$135/hour
- GIS Project Coordinator \$130/hour
- Senior Inspector \$120/hour
- Inspector \$108/hour



- Senior Technician \$113/hour
- Technician \$103/hour
- Project Administrator \$120/hour
- Administrative Support \$65/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

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

Termination of Contract

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

Hazardous Environmental Conditions

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

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and



expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

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

Force Majeure

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

Dispute Resolution

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

Use of Electronic Media

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

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.



Opinions of Cost

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

Professional Responsibility

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

Right of Entry

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

Statute of Limitations

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

Billing Schedule

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

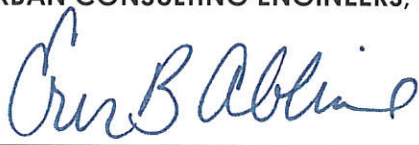


Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not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

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P13155.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Erin B. Abline, PE, CME, CFM, Assistant Corporate Secretary
Principal/ Municipal & Land Development Department Manager

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name & Title)

Enclosures

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932		CONTACT NAME: Tina Taran PHONE (A/C, No, Ext): 973-377-7000 E-MAIL: tinat@dalegroup.com ADDRESS:		FAX (A/C, No): 973-377-4614
INSURED Suburban Consulting Eng. Inc. 96 Hwy RT 206 Suite 101 Flanders NJ 07836		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty Company		20443
		INSURER B: National Fire & Marine Insurance Company		20079
		INSURER C: Valley Forge Insurance Company		20508
		INSURER D: Continental Insurance Company Of New Jersey		42625
		INSURER E: HSB Specialty Insurance Company		14438
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1784385551**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2022	2/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018333715	2/24/2022	2/24/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			AEH004316497	2/24/2022	2/24/2023	Claim/Occurrence \$5,000,000
D	Pollution Liability			AEH004316497	2/24/2022	2/24/2023	Aggregate \$5,000,000
E	Cyber Liability			660757102	2/24/2022	2/24/2023	Limit \$1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROPOSAL FOR PROFESSIONAL SERVICES FOR

MUNICIPAL STORMWATER MANAGEMENT PLAN FOR PERMIT COMPLIANCE

WEST ORANGE TOWNSHIP, ESSEX COUNTY, NJ
August 22, 2022



Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | PLANNING | CONSTRUCTION MANAGEMENT

301 Gibraltar Drive – Suite 2A
Morris Plains, NJ 07950

973-377-8500
www.gpinet.com

GPI

ORIGINAL

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August 22, 2022

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

RE: Response to Request for Proposals for Professional Services
Municipal Stormwater Management Plan for Permit Compliance

Dear Mr. Lepore:

Greenman-Pedersen, Inc. is interested in performing Professional Services for the *Municipal Stormwater Management Plan for Permit Compliance* project as outlined in your August 8, 2022 Request for Proposals.

Enclosed please find our Proposal to Provide Professional Engineering and Surveying Services for your review, dated August 22, 2022.

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

Very truly yours,



Andrew Cangiano, PE, CME
Director of Engineering

AC/rem

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SECTION 1

Scope of Services / Fee Proposal

Greenman-Pedersen, Inc. (GPI) understands that the Township of West Orange requires professional services for the **Municipal Stormwater Management Plan for Permit Compliance**. Throughout the firm's 56-year history, we have provided professional services to dozens of New Jersey municipalities. We are very experienced in providing professional stormwater management solutions to our municipal clients that conform with the requirements of the New Jersey Department of Environmental Protection Municipal Stormwater Regulation Program on a cost-effective and timely manner.

The following is a copy of the County's Scope of Services with enhancements and additions noted in *blue text*.

1. **Municipal Stormwater Management Plan (MSWMP)**

The Township is required to update their existing 2005 MSWMP including tables, figures and appendices to the report. In addition, a complete the buildout analysis using Township's inventory of total land area sorted by HUC14 and land use zone will need to be tabulated using available GIS data. The existing impervious areas, wetlands areas and waterbodies will need to be subtracted out of the total land area to calculate the developable area. The Township's allowable impervious coverage in each zone will need to be applied to indicate a theoretical build-out of impervious land. Also, an additional calculation will be provided by zoning type to compute anticipated pollutant loads of Total Phosphorus, Total Nitrogen and Total Suspended Solids Loads from the buildout data using load criteria published by NJDEP (lbs/acre/yr).

Using the 2005 MSWMP as the base document, GPI will update the Township MSWMP and buildout analysis as indicated in the RFP. It is assumed the existing Township GIS data will be made available to GPI in a suitable GIS geodatabase format.

2. **Catch Basin Inspection, Maintenance and Mapping**

The Township estimates that approximately 2,000 catch basins will need to be located and inspected throughout the municipality including inspection documentation for cleaning, clearing and repairs of structures as inspections progress in order for the Township's DPW to schedule and make the necessary cleaning/clearing and repairs. The data collection will include:

- GPS data on all catch basins that can be field-located based on existing as-built drawings of the stormwater system. Catch basins identified on any as-built drawings which cannot be field verified will be marked as such; any additional catch basins found in the field which are not in the as-built drawings will be added to the database.
- GPS data on all catch basins that can be field-located.
- A photograph of each catch basin.

The graphical basis for this analysis will be the base map compiled from existing as-built plans, and other sources to build a useful and supportive base map for the Township's catch basins mapping. The data collected for mapping will need to in the ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP. This base map will be used as a starting point for field data collection, and it is expected to be uploaded on mobile devices to record future data and supporting documentation to log in the number of wet tons of material collected.

Township to provide personnel to assist with access and location of stormwater facilities.

GPI will locate approximately 2,000 catch basins using GPS/GIS, in compliance with the NJDEP GPS Data Collection Standards for GIS Data Development. At same time, GPI will inspect the structures as indicated above. This proposal assumes GPI will be provided the Township's as-built drawings of the stormwater system to perform this task and that the Township will provide personnel to assist with access and locations of stormwater facilities.

3. Outfall Pipes Mapping

Part A

The Township is required to update their existing 2009 Municipal Outfall Pipe Mapping which will required to locate all municipally owned and operated outfall pipes. Outfalls are to be located for submission to NJDEP and will need to in the ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP.

The data collection will include:

- GPS data on all outfalls that can be field-located based on the 2009 Municipal Outfall Pipe Mapping
- Any additional outfalls found in the field which are not in the 2009 Municipal Outfall Pipe Mapping
- GPS data on all outfalls that can be field-located
- A photograph of each outfall identifying the type of outfall and its receiving surface waterbody name

Township to provide personnel to assist with access and location of stormwater facilities.

The graphical basis for this analysis will be the base map compiled from existing asbuilt plans, and other sources to build a useful and supportive base map for the Township's outfalls mapping. The data collected for mapping will need to be in the ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP. This base map will be used as a starting point for field data collection, and it is expected to be uploaded on mobile devices to record future data and supporting documentation.

GPI will locate, inspect, and photograph Municipal Outfalls using GPS/GIS in compliance with the NJDEP GPS Data Collection Standards and ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP. GPI will prepare a suitable GIS basemap from existing Township as-built plans and other available sources.

Part B

The Township will be required in the next permit cycle starting in 2023 to comply with additional mapping requirements to the Municipal Separate Stormwater Sewer System (MS4 permit) that will require the following additional data collection:

- MS4 ground water discharge points (type)
- MS4 interconnections (type into/from, entity)
- Storm drain inlets (type, catch basin present, label present, retrofitted)
- MS4 manholes
- MS4 conveyance (type, direction of flow)
- MS4 pump stations
- Stormwater facilities (type)
- Property boundaries of maintenance yard(s) and other ancillary operations (type)

Using GIS methods for this Task, GPI will identify locations and include them on the GIS basemap, including their associated attributes noted in parentheses.

GPI assumes the following :

- *MS4 groundwater discharge points will be collected from available State GIS data*
- *MS4 interconnections locations will identified by Township staff*
- *Township staff will assist in providing locations of municipal stormwater facilities*
- *Property boundary information required above will be taken from available sources, such as Township Taxmaps. Boundary surveys are excluded from this proposal.*

4. **Outfall Pipe Stream Scouring**

Consultant is to conduct an investigation for stream scouring in conjunction with the outfall mapping and provide inspection reports to the Township in order to complete the Stormwater Pollution Prevention Plan (SPPP). Township to provide personnel to assist with access and location of stormwater facilities.

GPI will inspect each outfall and the surrounding area for localized scouring of the streambanks or bottom caused by the outfall. GPI will provide an inspection report for each location.

5. **Stormwater Facilities Maintenance (Municipally Owned and/or Operated)**

The Township is required to prepare a written program of long-term cleaning, operation and maintenance of municipally owned and/or operated stormwater facilities for which the Township staff will compile the necessary information for the Consultant to review for meeting the requirements of the permit and assist the Township in developing maintenance logs using NJDEP's sample templates to link to the Township's GIS system.

GPI will review and prepare maintenance logs in accordance with permit requirements with a link to the Township's GIS system.

6. **Stormwater Facilities Maintenance (Privately Owned and/or Operated)**

The Township is required to prepare a written program of long-term cleaning, operation and maintenance of privately owned and/or operated stormwater facilities for which the Township staff will compile the necessary information for the Consultant to review for meeting the requirements of the permit and assist the Township in developing maintenance logs using NJDEP's sample templates that can be provided to private entities and to link to the Township's GIS system.

GPI will review and prepare maintenance logs in accordance with permit requirements with a link to the Township's GIS system.

7. **Total Maximum Daily Load (TMDL)/Impaired Waterway**

The Township is required to identify TMDL's for the watercourses within the municipality to assess initially and then annually for stormwater related pollutants to assess and prioritize maintenance schedules and repairs in order to address sources of pollutants of the published TMDL's. Consultant will be required to review the published TMDL's for streams include Fecal Coliform and Phosphorus for lakes and prepared written recommendations to the Township relating to maintenance priorities to be incorporated into the SPPP and MSWMP.

GPI will review published TMDL's for the streams and prepare written recommendations for maintenance priorities to be incorporated into the SPPP and MSWMP.

8. **Deliverables**

For the scope of services delineated above the Township requires the following deliverables:

- Outfall Pipe Map in PDF
 - GIS geodata containing catch basins and outfall data collected
 - Inspection reports including data, photos and report
 - TMDL written recommendations
 - Municipal Stormwater Management Plan in PDF and Word format
- Consultant is to submit two (2) paper copies of the deliverables along with electronic version of all documents.

GPI will provide the aforementioned deliverables.

9. **Proposal Fees**

Our fee for the services outlined above are as follows:

Item No.	Description	Labor	Expenses	Total
1	Municipal Stormwater Management Plan (MSWMP)	\$7,300.00	NO EXPENSES	\$7,300.00
2	Catch Basin Inspection, Maintenance and Mapping	\$62,050.00		\$62,050.00
3A	Outfall Pipes Mapping – Part A	\$14,000.00		\$14,000.00
3B	Outfall Pipes Mapping – Part B	\$8,700.00		\$8,700.00
4	Outfall Pipe Stream Scouring ¹	\$2,200.00		\$2,200.00
5	Stormwater Facilities Maintenance (Municipally Owned and/or Operated)	\$3,600.00		\$3,600.00
6	Stormwater Facilities Maintenance (Privately Owned and/or Operated)	\$6,500.00		\$6,500.00
7	Total Maximum Daily Load (TMDL)/Impaired Waterway	\$4,700.00		\$4,700.00
			TOTAL:	\$109,050.00

¹ Scouring field assessments are performed concurrently with Task 3A

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on December 21, 2021, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$ 165.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 150.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 85.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 80.00
TECHNICAL TYPIST	\$ 60.00

SECTION 2

Personnel Assignments

For this project, GPI will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within GPI's Engineering Department. The following individuals are proposed to be assigned to this project:

Andrew Cangiano, PE, CME, Director of Engineering

David Wagner, GISP, Director of Geospatial Services

Jerome Blannard, GIS Manager

Muhammed S. Assal, PE, CME, Project Manager

Valerie Hrabal, PE, PP, Water Quality Project Manager

SECTION 3

Project Schedule

GPI is committed to adhering to the Township's goal to conduct the scope of services by Fall 2022. We anticipate work will proceed within two (2) weeks after the award of contract. The schedule assumes there will be limited ability to conduct field inspections during winter months due to weather. We have the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township's goal.

We have assumed an October 1, 2022 contract award, and have prepared the following Project Schedule.

	October 1, 2022 (Assumed Contract Award)	Project Schedule					
		October 2022	November 2022	December 2022	January 2023	February 2023	March 2023
1	Municipal Stormwater Management Plan						
2	Catch Basin Inspection, Maintenance and Mapping						
3	Outfall Pipes Mapping - Part A & B						
4	Outfall Pipe Stream Scouring						
5	Stormwater Facilities Maintenance (Municipally Owned and/or Operated)						
6	Stormwater Facilities Maintenance (Privately Owned and/or Operated)						
7	Total Maximum Daily Load (TMDL)/ Impaired Waterway						
8	Deliverables						

SECTION 4

Sample Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/28/2021												
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.														
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).														
PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338 E-MAIL: jkozarsky@genattgrp.com ADDRESS:													
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td>NAIC # 38318</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Westchester Surplus Line Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER D: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Starr Indemnity & Liability Company	NAIC # 38318	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Westchester Surplus Line Insurance Company	10172	INSURER D: Berkley Insurance Company	32603	INSURER E: Everest National Insurance Company	10120	INSURER F:	
INSURER A: Starr Indemnity & Liability Company	NAIC # 38318													
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INSURER D: Berkley Insurance Company	32603													
INSURER E: Everest National Insurance Company	10120													
INSURER F:														
COVERAGES CERTIFICATE NUMBER: 111294590 REVISION NUMBER:														
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. ☒ LOC ☐ OTHER		1000025533211	12/31/2021	12/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$								
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		1000198539211	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
C E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000		G71780296003 XC5EX01512-211	12/31/2021 12/31/2021	12/31/2022 12/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$								
A A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	1000002543 1000002541	12/31/2021 12/31/2021	12/31/2022 12/31/2022	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000								
B D	☐ Property ☒ Professional Liability		UM00082200MA21A AEC-905031302	12/31/2021 12/31/2021	12/31/2022 12/31/2023	Valuable Papers \$250,000 Each Claim \$1,000,000 Aggregate \$3,000,000								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)														
CERTIFICATE HOLDER				CANCELLATION 30 day notice applies										
SAMPLE FOR INFORMATIONAL PURPOSES ONLY				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 										

ACORD 25 (2016/03)

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GPI

301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950
973.377.8500

Additional offices throughout the U.S.





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

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

August 17, 2022

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

**Re: Request for Proposals
Professional Engineering Services for Municipal Stormwater Management Plan for Permit Compliance**

Dear Mr. Lepore:

In response to your request for proposals, we thank you for the opportunity to formally express our desire to work with the Township of West Orange to provide **Professional Engineering Services for Municipal Stormwater Management Plan for Permit Compliance**.

CME Associates' team has extensive experience and expertise and is capable of conducting and preparing the necessary locations and maps for the stormwater outfall pipe mapping as well as an update to the current Municipal Stormwater Management Plan.

CME will provide the following services as required by the Township:

1. Municipal Stormwater Management Plan (MSWMP):

CME will update the Township's existing 2005 MSWMP including tables, figures and appendices to the report. In addition, we will provide a complete buildout analysis using Township's inventory of total land area sorted by HUC14 and land use zone will need to be tabulated using available GIS data. The existing impervious areas, wetlands areas and waterbodies will need to be subtracted out of the total land area to calculate the developable area. The Township's allowable impervious coverage in each zone will be applied to indicate a theoretical build-out of impervious land. Also, an additional calculation will be provided by zoning type to compute pollutant loads of Total Phosphorus, Total Nitrogen and Total Suspended Solids Loads from the buildout data using load criteria published by NJDEP (lbs/acre/yr).

2. Catch Basin Inspection, Maintenance and Mapping

CME will locate catch basins using GPS/GIS using GPS, in compliance with the NJDEP GPS Data Collection Standards for GIS Data Development. The Township estimates that approximately 2,000 catch basins will need to be located and inspected throughout the municipality including inspection documentation for cleaning, clearing and repairs of structures as inspections progress in order for the Township's DPW to schedule and make the necessary cleaning/clearing and repairs. The data collection will include:

- GPS data on all catch basins that can be field-located based on existing as-built drawings of the stormwater system. Catch basins identified on any as-built drawings which cannot be field verified will be marked as such; any additional catch basins found in the field which are not in the as-built drawings will be added to the database.
- GPS data on all catch basins that can be field-located.



- A photograph of each catch basin.

The graphical basis for this analysis will be the base map compiled from existing as-built plans, and other sources to build a useful and supportive base map for the Township's catch basins mapping. The data collected for mapping will be in the ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP. This base map will be used as a starting point for field data collection, and it is expected to be uploaded on mobile devices to record future data and supporting documentation to log in the number of wet tons of material collected.

The Township will provide personnel to assist with access and location of stormwater facilities.

3. Outfall Pipes Mapping:

Part A.

The Township is required to update their existing 2009 Municipal Outfall Pipe Mapping which will require locating all municipally owned and operated outfall pipes. Outfalls will be located for submission to NJDEP and will be in the ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP.

The data collection will include:

- GPS data on all outfalls that can be field-located based on the 2009 Municipal Outfall Pipe Mapping
- Any additional outfalls found in the field which are not in the 2009 Municipal Outfall Pipe Mapping;
- GPS data on all outfalls that can be field-located.
- A photograph of each outfall identifying the type of outfall and its receiving surface waterbody name;

The Township will provide personnel to assist with access and location of stormwater facilities.

The graphical basis for this analysis will be the base map compiled from existing as-built plans, and other sources to build a useful and supportive base map for the Township's outfalls mapping. The data collected for mapping will be in the ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP. This base map will be used as a starting point for field data collection, and it is expected to be uploaded on mobile devices to record future data and supporting documentation.

Part B.

The Township will be required in the next permit cycle starting in 2023 to comply with additional mapping requirements to the Municipal Separate Stormwater Sewer System (MS4 permit) that will require the following additional data collection:

- MS4 ground water discharge points (type);
- MS4 interconnections (type into/from, entity);
- Storm drain inlets (type, catch basin present, label present, retrofitted);
- MS4 manholes
- MS4 conveyance (type, direction of flow);
- MS4 pump stations;
- Stormwater facilities (type); and
- Property boundaries of maintenance yard(s) and other ancillary operations (type)



4. Outfall Pipe Stream Scouring:

CME will conduct an investigation for stream scouring in conjunction with the outfall mapping and provide inspection reports to the Township in order to complete the Stormwater Pollution Prevention Plan (SPPP). The Township will provide personnel to assist with access and location of stormwater facilities.

5. Stormwater Facilities Maintenance (Municipally Owned and/or Operated):

The Township is required to prepare a written program of long-term cleaning, operation and maintenance of municipally owned and/or operated stormwater facilities for which the Township staff will compile the necessary information for CME to review for meeting the requirements of the permit and assist the Township in developing maintenance logs using NJDEP's sample templates to link to the Township's GIS system.

6. Stormwater Facilities Maintenance (Privately Owned and/or Operated):

The Township is required to prepare a written program of long-term cleaning, operation and maintenance of privately owned and/or operated stormwater facilities for which the Township staff will compile the necessary information for CME to review for meeting the requirements of the permit and assist the Township in developing maintenance logs using NJDEP's sample templates that can be provided to private entities and to link to the Township's GIS system.

7. Total Maximum Daily Load (TMDL)/Impaired Waterway:

The Township is required to identify TMDL's for the watercourses within the municipality to assess initially and then annually for stormwater related pollutants to assess and prioritize maintenance schedules and repairs in order to address sources of pollutants of the published TMDL's. CME will review the published TMDL's for streams include Fecal Coliform and Phosphorus for lakes and prepared written recommendations to the Township relating to maintenance priorities to be incorporated into the SPPP and MSWMP.

8. Deliverables:

For the scope of services delineated above the Township requires the following deliverables:

- Outfall Pipe Map in PDF;
- GIS geodata containing catch basins and outfall data collected;
- Inspection reports including data, photos and report;
- TMDL written recommendations;
- Municipal Stormwater Management Plan in PDF and Word format;

CME will submit two (2) paper copies of the deliverables along with electronic version of all documents.

The following cost of services is for professional services for the complete scope of the work for providing deliverables such as maps, GIS format files, reports as indicated in the deliverables section of this proposal. Also attached herein are Hourly Rates for any additional work.



PROPOSAL FEES				
Item No.	Description	Labor	Expenses	Total
1	Municipal Stormwater Management Plan (MSWMP)	\$18,000	-	\$18,000
2	Catch Basin Inspection, Maintenance and Mapping	\$70,000	-	\$70,000
3A	Outfall Pipes Mapping - Part A	\$20,000	-	\$20,000 (*)
3B	Outfall Pipes Mapping - Part B	\$45,000	-	\$45,000 (**)
4	Outfall Pipe Stream Scouring	\$ 9,000	-	\$ 9,000
5	Stormwater Facilities Maintenance (Municipally Owned and/or Operated)	\$ 8,000	-	\$ 8,000
6	Stormwater Facilities Maintenance (Privately Owned and/or Operated)	\$15,000	-	\$15,000
7	Total Maximum Daily Load (TMDL)/Impaired Waterway	\$30,000	-	\$30,000
			OVERALL FEE	\$215,000

(*) Cost for outfall pipes mapping Part B is conditioned on authorization of Item No. 2 or data for catch basin inspection, maintenance and mapping provided to our office.

(**) Cost for outfall pipe stream scouring is conditioned on authorization of Item No. 3A.

CME anticipates that a total of four (4) months will be required for completion of the work after approval is granted to proceed.

Thank you again for considering our firm for this project. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

CME Associates

Trevor Taylor, PE, PP, CME, CFM
Principal

TT/cv



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2023

Senior Project Manager	\$185.00 Per Hour
Project Manager	\$184.00 Per Hour
Project Leader	\$183.00 Per Hour
Professional Engineer	\$181.00 Per Hour
Senior Project Engineer.....	\$174.00 Per Hour
Project Engineer	\$172.00 Per Hour
Senior Design Engineer.....	\$170.00 Per Hour
Design Engineer	\$166.00 Per Hour
Senior Engineering Technician.....	\$145.00 Per Hour
Drone Pilot	\$139.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$138.00 Per Hour
Drone Technician	\$ 79.00 Per Hour
Professional Land Surveyor	\$181.00 Per Hour
Land Surveyor	\$159.00 Per Hour
Robotic Total Station	\$ 77.00 Per Hour
Party Chief	\$138.00 Per Hour
Survey Technician	\$125.00 Per Hour
Resident Engineer	\$159.00 Per Hour
Chief Construction Engineer.....	\$152.00 Per Hour
Senior Construction Engineer.....	\$145.00 Per Hour
Construction Engineer	\$140.00 Per Hour
Chief Construction Technician.....	\$138.00 Per Hour
Senior Construction Technician.....	\$131.00 Per Hour
Construction Technician	\$125.00 Per Hour
Technical Assistant.....	\$ 97.00 Per Hour
Senior CAD Technician	\$144.00 Per Hour
Licensed Landscape Architect.....	\$181.00 Per Hour
Senior Landscape Designer	\$165.00 Per Hour
Certified Tree Expert	\$145.00 Per Hour
Landscape Designer.....	\$131.00 Per Hour
Director of Planning	\$186.00 Per Hour
Professional Planner	\$185.00 Per Hour
Project Planner	\$176.00 Per Hour
Planning Technician	\$165.00 Per Hour
Principal.....	\$189.00 Per Hour
Partner.....	\$196.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service..

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.





Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.





CONSAND-01

MKAAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Dyk Group 12800 Long Beach Blvd Beach Haven Terrace, NJ 08008	CONTACT NAME:	FAX (A/C, No): (609) 492-7643
	PHONE (A/C, No, Ext): (609) 492-1511	
INSURED Consulting and Municipal Engineers, LLP 1460 Route 9 South Howell, NJ 07731	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Selective Ins. Co. of New England	NAIC # 11867
	INSURER B: New Jersey Manufacturers	12122
	INSURER C: Beazley Insurance Company, Inc.	37540
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		S 2468526	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		S 2468526	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		S 2468526	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	W417402	8/1/2022	8/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Professional Liab.		C299D5210301	12/15/2021	12/15/2022	Each Claim: \$ 2,000,000
C	☒ Professional Liab.		C299D5210301	12/15/2021	12/15/2022	Aggregate: \$ 3,000,000

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

CyberRisk Liability: Limit, \$2,000,000 Aggregate/ \$2,000,000 Occurrence. Travelers Casualty and Surety Company of America Policy #105971169 Eff. 10/1/21-22.

CERTIFICATE HOLDER

CANCELLATION

FOR GENERAL INFORMATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Martha Kaar

**TOWNSHIP OF WEST ORANGE
RESOLUTION**

**A RESOLUTION TO ADOPT PROCEDURES FOR ADMINISTRATION AND INSPECTION
OF FEDERAL AID HIGHWAY PROJECTS**

WHEREAS, the Federal Highway Administration (FHWA) provides opportunities for Local Public Agencies (LPA), such as the **Township of West Orange**, to receive Federal Aid Highway Program (FAHP or federal-aid) funds through New Jersey Department of Transportation (NJDOT); and

WHEREAS, the **Township of West Orange** is presently the recipient of federal-aid funds through a project awarded under the Safe Routes to School Program (SRTS) for West Orange Safes Route to School Project; and

WHEREAS, the **Township of West Orange** as an LPA, is responsible for administering federal-aid funded projects in compliance with all federal-aid requirements established by the FHWA; and

WHEREAS, the NJDOT, through its Stewardship Agreement with FHWA, is responsible for ensuring that the **Township of West Orange** is adequately staffed and suitably equipped to undertake federal-aid projects, and ensure that federal requirements are met; and

WHEREAS, the **Township of West Orange**, as required by the NJDOT, has developed a Policy outlining the required procedures for the Administration of Federally Funded Transportation Projects administered through the NJDOT;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the **Township of West Orange**, County of **Essex**, State of New Jersey, that the **Township of West Orange** adopts the policy entitled, “**Township** of West Orange Procedure for Administration and Inspection of Federal Aid Highway Projects” dated March 2022.

I, **Karen J. Carnevale**, RMC, Municipal Clerk of the **TOWNSHIP OF WEST ORANGE**, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the Township Council of the Township of West Orange held this 25th day of October, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of October, 2022.

Karen J. Carnevale, RMC, MUNICIPAL CLERK

Robert D. Parisi, MAYOR

APPROVED: October 25, 2022

Township of West Orange

Essex County, New Jersey

Resolution No. 265-22

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Walker Rd, South Valley Rd, and Rooney Circle Improvements project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of West Orange formally approve the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as LTPF-2023-Walker Rd, South Valley, Rd, and Ro-00013 to the New Jersey Department of Transportation on behalf of the Township of West Orange.

BE IT FURTHER RESOLVED that the Mayor 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 Mayor and Council.

On this 25th day of October, 2022

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

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

Susan McCartney, Council President

**TOWNSHIP OF WEST ORANGE
RESOLUTION NUMBER 266-22**

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY AUTHORIZING TOWNSHIP OFFICIALS TO UNDERTAKE CERTAIN ACTIONS IN CONNECTION WITH THE ISSUANCE AND SALE OF (A) \$51,559,136 GENERAL OBLIGATION NOTES, SERIES 2022A (TAX-EXEMPT) CONSISTING OF \$45,301,136 BOND ANTICIPATION NOTES, \$4,476,000 OPEN SPACE TRUST FUND NOTES AND \$1,782,000 SPECIAL EMERGENCY NOTES AND (B) \$1,826,408 SPECIAL EMERGENCY NOTES, SERIES 2022B (FEDERALLY TAXABLE)

WHEREAS, pursuant to, and in accordance with, as applicable, (i) the Local Bond Law of the State of New Jersey, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), (ii) the Local Budget Law of the State of New Jersey, N.J.S.A. 40A:4-1 et seq., as amended and supplemented (the "Local Budget Law"), (iii) various bond ordinances and special emergency ordinances duly adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), approved by the Mayor, and published as required by law (the "Tax-Exempt Ordinances"), and (iv) special emergency resolutions duly adopted by the Township Council of the Township and published as required by law (the "Tax-Exempt Resolutions"), the Township is seeking to authorize the sale and issuance of \$51,559,136 General Obligation Notes, Series 2022A (Tax-Exempt) consisting of \$45,301,136 Bond Anticipation Notes (the "Bond Anticipation Notes"), \$4,476,000 Open Space Trust Fund Notes (the "Open Space Notes") and \$1,782,000 Special Emergency Notes (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Tax-Exempt Notes");

WHEREAS, the Bond Anticipation Notes are being issued to (i) refund, on a current basis, prior bond anticipation notes issued in the principal amount of (a) \$13,000,000 on November 12, 2021 and maturing on November 11, 2022 and (b) \$20,670,786 on December 15, 2021 and maturing on November 11, 2022 (collectively, the "Prior Bond Anticipation Notes") and (ii) temporarily finance various capital improvements and acquisitions in the amount of \$11,630,350;

WHEREAS, the Open Space Notes are being issued to refund, on a current basis, prior open space trust fund notes issued in the principal amount of \$4,476,000 on December 15, 2021 and maturing on November 11, 2022;

WHEREAS, the Special Emergency Notes are being issued to (i) refund, on a current basis, (a) a \$432,000 portion of prior special emergency notes issued in the principal amount of \$576,000 on December 15, 2021 and maturing on November 11, 2022, (b) a \$400,000 portion of prior special emergency notes issued in the principal amount of \$500,000 on December 17, 2021 and maturing on November 11, 2022 (collectively, the "Prior Special Emergency Notes") (the remaining balance of the Prior

Special Emergency Notes will be paid by 2022 budget appropriation in the amounts of \$144,000 and \$100,000, respectively) and (ii) providing for contractually required severance liabilities resulting from the retirement of employees in the amount of \$950,000);

WHEREAS, pursuant to, and in accordance with, as applicable, (i) the Local Budget Law, specifically N.J.S.A. 40A:4-53(m), (ii) the approval of the Director of Local Government Services of the State of New Jersey provided on November 20, 2020, (iii) an ordinance of the Township duly adopted by the Township Council of the Township on November 24, 2020 (the "Taxable Ordinance"), and (iv) a resolution duly adopted by the Township Council of the Township on November 24, 2020 (the "Taxable Resolution" and together with the Tax-Exempt Ordinances, the Tax-Exempt Resolutions, and the Taxable Ordinance, the "Authorizing Documents"), the Township is also seeking to authorize the sale and issuance of \$1,826,408 Special Emergency Notes, Series 2022B (Federally Taxable) (the "Taxable Notes" and together with the Tax-Exempt Notes, the "Notes");

WHEREAS, the Taxable Notes are being issued to refund, on a current basis, a \$1,826,408 portion of prior special emergency notes issued in the principal amount of \$2,283,010 on December 15, 2021 and maturing on November 11, 2022 (the "Prior Special Emergency Notes") (the remaining balance of the Prior Special Emergency Notes in the amount of \$456,602 will be paid by a 2022 budget appropriation);

WHEREAS, the Township, in order to issue the Notes at competitive market rates, seeks to, among other things, authorize the preparation and distribution of a Preliminary Official Statement (as hereinafter defined) and an Official Statement (as hereinafter defined); and

WHEREAS, the Township, also seeks to, among other things, authorize the preparation, execution and delivery of, as applicable, the Notes, a Continuing Disclosure Certificate (as hereinafter defined), and any other documents required for the authorization, sale, issuance, execution and delivery of the Notes.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY as follows:

Section 1. The recitals set forth above are incorporated herein as if fully set forth herein.

Section 2. The Township is hereby authorized to issue (i) \$51,559,136 General Obligation Notes, Series 2022A (Tax-Exempt) consisting of \$45,301,136 Bond Anticipation Notes, \$4,476,000 Open Space Trust Fund Notes and \$1,782,000 Special Emergency Notes, and (ii) \$1,826,408 Special Emergency Notes, Series 2022B (Federally Taxable).

Section 3. The Chief Financial Officer is hereby authorized, in accordance with the Authorizing Documents, to sell the Notes on a competitive basis and award the Notes to the bidder based upon a bid of the lowest net interest cost or true interest cost. The Chief Financial Officer is also authorized, at his discretion, in accordance with the applicable provisions of the Authorizing Documents, to offer and sell the Notes on a negotiated basis.

Section 4. The distribution by the Township of a Preliminary Official Statement to be used in connection with the marketing and sale of the Notes is hereby approved. The Mayor, Township Administrator and Chief Financial Officer of the Township (each an "Authorized Officer(s)") are each hereby authorized and directed, on behalf of the Township, to execute and deliver a certificate that "deems final" the Preliminary Official Statement in accordance with the Rule (as herein defined).

After the sale of the Notes, the Preliminary Official Statement shall be modified to reflect the effect of the sale of the Notes and any other revisions not inconsistent with the substance thereof; and said Preliminary Official Statement, deemed "final" by an Authorized Officer in accordance with the Rule, as so modified, shall constitute the final Official Statement (the "Official Statement"). The Authorized Officers are each hereby authorized and directed on behalf of the Township to execute and deliver said Official Statement.

Section 5. All actions taken to date by the Authorized Officers, employees, professionals and agents of the Township with respect to the authorization, sale, issuance, execution and delivery of the Notes, including, but not limited to, submissions and applications to rating agencies and the distribution and dissemination of the Preliminary Official Statement and Notice of Sale for the Notes, as applicable, are hereby approved, ratified, adopted and confirmed, and each Authorized Officer is hereby authorized and directed to execute and deliver the Notes and any such agreements, documents or submissions required for the authorization, sale, issuance, execution and delivery of the Notes, and the Township Clerk is hereby authorized and directed to attest to the signatures of the Authorized Officers and to affix, imprint or reproduce the seal of the Township on such Notes and on any such agreements, documents or submissions related to the authorization, sale, issuance, execution and delivery of the Notes.

Section 6. All other details or requirements of, as applicable, the Authorizing Documents, the Local Bond Law, and the Local Budget Law shall be determined and approved by an Authorized Officer of the Township, upon consultation with Wilentz, Goldman & Spitzer, P.A., Bond Counsel to the Township ("Bond Counsel"), PKF O'Connor Davies, LLP, Auditor to the Township ("Auditor"), and NW Financial Group, LLC, Municipal Advisor to the Township ("Municipal Advisor"), and such approvals are to be conclusively evidenced by his or her execution of the Notes as provided herein or on any other document, certificate or agreement related to the authorization, sale, issuance, execution and delivery of the Notes.

Section 7. The Township hereby covenants and agrees to comply with the secondary market disclosure requirements of Rule 15c2-12, as amended (the “Rule”), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, and agrees to covenant to such compliance, as required, in a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”). In connection therewith, an Authorized Officer of the Township, in consultation with Bond Counsel, the Auditor and the Municipal Advisor to the Township, is hereby authorized and directed to enter into and execute the Continuing Disclosure Certificate, evidencing the contractual undertaking of the Township to comply with the requirements of the Rule and to deliver the Continuing Disclosure Certificate in connection with the offer and sale of the Notes. Notwithstanding the foregoing, failure of the Township to comply with the Continuing Disclosure Certificate shall not be considered a default on the Note; however, any Noteholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance, to cause the Township to comply with its obligations hereunder and there under. The Authorized Officers, and any professionals or agents of the Township acting on its behalf, are each hereby authorized and directed to execute and deliver all certificates, documents and agreements in connection therewith and, if necessary, to file budgetary, financial and operating data on an annual basis and notices of certain enumerated events as required to comply with, and in accordance with, the provisions of the Rule.

Section 8. The Chief Financial Officer of the Township is hereby authorized and directed, upon consultation with Bond Counsel, the Auditor and the Municipal Advisor to the Township, to, if applicable, submit information and financial data to ratings agencies to obtain a rating on the Notes.

Section 9. This resolution shall take effect immediately.

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

Susan McCartney
Council President

Adopted : October 25, 2022

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 is a true, complete and correct copy of a resolution duly adopted by the Township Council of the Township at its meeting duly called and held on October 25, 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 officially recorded in the Minute Book of said Township Council, and that said resolution 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 25th day of October, 2022.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

RESOLUTION

WHEREAS, Article 5, Chapter 32 of the Municipal Code for the Township of West Orange (the “Township”) governs the application process and issuance of licenses for towing companies to operate within the Township; and

WHEREAS, the Township currently has two (2) licensees, including: (1) C&L Towing Services at 517 Prospect Street in East Orange, NJ; and (2) Twin Towing at 1 Lakeside Avenue in West Orange, NJ (the “Licensees”) which perform towing services within the Township which are scheduled to expire on October 30, 2022; and

WHEREAS, the Township is exploring revisions to the requirements for towing services within the Township and requires additional time to adopt the appropriate ordinances for those revisions to effectuate before proceeding with the latest application process for new towing licenses; and

WHEREAS, the Licensees have agreed to extend their licenses until the Township awards the new towing licenses after adoption of the appropriate ordinances revising the requirements for towing services.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the extension of the Licensees’ towing licenses on a temporary basis until such time as the Township awards its new towing licenses, but which shall not exceed ninety (90) days.

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

Susan McCartney
Council President

Adopted: October 25, 2022

R E S O L U T I O N

WHEREAS, on Tuesday, October 4, 2022 the Township received re-bids for the contract “2022-2023 Snow Plowing, Salting, Removal and Snow Hauling” from one contractor: Grabowski Construction, Inc. of 770 Northfield Avenue, West Orange; and

WHEREAS, the Municipal Engineer by letter dated October 5, 2022 recommends the award of certain re-bid and the rejection of others; and

WHEREAS, the Municipal Engineer recommends the following award of contracts 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 Grabowski Construction, Inc. of 770 Northfield Avenue, West Orange, NJ as per the attached Schedule A.

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

Susan McCartney, Council President

Adopted: October 25, 2022

I hereby certify funds are available from:

John O. Gross, Chief Financial Officer

SCHEDULE A**Vendor Submission List:**

Grabowski Construction, Inc.
770 Northfield Avenue
West Orange, NJ 07052

Awarded Snow Plowing Routes:

Grabowski Construction, Inc.

Route 1D, Oaks, Dogwood, Korwel, Vizcaya & Reserve at Belair, \$415.00 per hour
Route 1E, Roosevelt Avenue/Loreilei Road to Manger Rd, Oldstead, \$415.00 per hour
Route 1G-1, St. Cloud Tract, \$405.00 per hour
Route 1G-2, St. Cloud Tract, \$415.00 per hour
Route 1J-1, Stanford Area, \$405.00 per hour
Route 1J-2, Stanford Area, \$415.00 per hour
Route 1K, Main Street Dead Ends, \$405.00 per hour

Rejection of Bids for Plowing and for Removal, Loading and Hauling:

Frank Galbraith & Son Excavation and Demolition, LLC.

Tandem Axle Truck with Plow	\$275.00 per hour
20 cy roll off	\$220.00 per hour
30 cy roll off	\$220.00 per hour
Tandem Axle Trucks	\$200.00 per hour
Tri-Axle Trucks	\$220.00 per hour
Front End Loader	\$345.00 per hour

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

BIDS RECEIVED ON: OCTOBER 4, 2022

ENGINEER'S TABULATION OF RE-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 RE-BID DATE: TUESDAY OCTOBER 4, 2022 AT 11 AM			1	
			GRABOWSKI CONSTRUCTION	
			Contractor Name 770 NORTHFIELD AVE	
			Street Address West Orange NJ 07052	
			City	State/Zip
Route #	Description	EQUIPMENT	Unit Price Per Hour	Amount
1A	LOWER VALLEY AREA	F450		
1B	HEIGHTS	F450		
1C	MERKLIN DISTRICT AND KELLY DRIVE AREA	F700		
1D	OAKS, DOGWOOD, KORWEL, VIZCAYA AND RESERVE AT BELAIR	F700	\$415.00	\$83,000.00
1E	ROOSEVELT AVENUE/LOREILEI ROAD TO MANGER RD, OLDSTEAD	F700	\$415.00	\$83,000.00
1F	LOWER GREGORY SECTION	F700		
1G-1	ST. CLOUD TRACT	F450	\$405.00	\$81,000.00
1G-2	ST. CLOUD TRACT	F700	\$415.00	\$83,000.00
1H-1	SUBURBAN, ROBERTSON TRACT	F700		
1I	SEAMAN, WOODLAND TRACT	F700		
1J-1	STANFORD AREA	F450	\$405.00	\$81,000.00
1J-2	STANFORD AREA	F700	\$415.00	\$83,000.00
1K	MAIN STREET DEAD ENDS	F450	\$405.00	\$81,000.00
TOTAL ROUTES BID AMOUNT				\$ 575,000.00
OPTION 4A SNOW PLOWING				
		# TRUCKS	PRICE PER HR	
A	SINGLE AXLE TRUCKS WITH PLOW (MIN. 26,000 GVWR)			
B	TANDEM AXLE TRUCKS WITH PLOW (MIN. 26,000 GVWR)			
C	SINGLE AXLE TRUCKS WITH PLOW (MIN. 12,000 GVWR)			
OPTION 4B SNOW REMOVAL AND HAULING				
				BUCKET (CY)
A	20 CY ROLL OFFS FOR			
B	30 CY ROLL OFFS FOR			
C	TANDEM AXLE TRUCKS			
D	TRI-AXLE TRUCKS			
E	FRONT END BUCKET LOADER (MIN. 2.5 CY)			

R E S O L U T I O N

BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the contract for **FALL 2022/SPRING 2023 TREE PLANTING AT VARIOUS LOCATIONS** in the Township of West Orange be awarded to:

CERBO'S PARSIPPANY GREENHOUSES, INC.

440 LITTLETON ROAD

PARSIPPANY, NEW JERSEY 07054

who submitted the lowest responsive bid for supplying 200 trees of 20 different species along with vinyl tree guard, ArborTie, stakes, mulch, topsoil backfill, maintenance and guarantee in accordance with the contract specifications in the amount of \$82,500; and

BE IT FURTHER RESOLVED that the unit prices bid for planting an additional 200 trees through June 15, 2023 be accepted and a contract awarded for this work subject to the encumbrance of additional funds and the issuance of a Purchase Order.

BE IT FURTHER RESOLVED THAT Certified Checks and/or Bid Bonds of all except the lowest responsive 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.

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

Susan McCartney
Council President

Adopted : October 25, 2022

I hereby Certify funds are available from Account No.:

03 2661 21 0500 110
Road Improvements \$82,500.00

John O. Gross, CFO/BA

RESOLUTION

WHEREAS, by Resolution No. 165-18 dated June 26, 2018, the Township Council awarded the Contract MA-2016 Improvements to Curtis Avenue and Garfield Avenue project to A & J Contractors Group, Inc., Monroe, NJ in the amount of \$661,454.00 with an option to award Supplemental Bid "A" in the amount of \$33,452.00 within 120 days of the Base Bid; and

WHEREAS, the Township Council by Resolution No. 268-18 dated December 11, 2018 awarded Supplemental Bid Item "A" in the amount of \$33,452.00 for storm sewer construction between No. 33 and 37 Curtis Avenue bringing the total contract amount to \$694,906.00; and

WHEREAS, by the same Resolution No. 268-18 the Township authorized Change Order No. 1 in the amount of \$28,000.00 to change pipe materials from 24-inch diameter concrete pipe to 19-inch by 30-inch elliptical concrete pipe bringing the total contract amount to \$722,906.00; and

WHEREAS, the Township Engineer by letter dated May 7, 2019 recommended Change Order No. 2 in the amount of \$100,000.00 to allow additional work at the unit price bid for the milling and resurfacing of Old Indian Road from Pleasant Valley Way to St. Cloud Avenue; and

WHEREAS, the New Jersey American Water Company (NJAWC) contributed about two thirds the cost of this additional work; and

WHEREAS, the Township Engineer by letter dated September 28, 2022 recommends Change Order No. 3 in the amount of \$291.57 to account for the Fuel Price Adjustment calculation for Project Close-Out process with the New Jersey Department of Transportation.

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. 3 for the project MA-2016 Improvements to Curtis Avenue and Garfield Avenue project with A & J General Contractors Group, Inc., 105 Federal Building, Monroe Township, New Jersey 08831 in the amount of \$291.57 or a 18.46 percent increase in the original contract amount is hereby approved bringing the adjusted contract amount to \$823,197.57.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change

Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Adopted: October 25, 2022

I hereby certify funds are available

John Gross, Chief Financial Officer

Susan McCartney, Council President

**ACCT NO. 03 2610 21 0500 170
2021 Capital Budget
Road Improvements
\$291.57**



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 28, 2022

270-22

CHANGE ORDER NO. 3

PROJECT: MA-2016 Improvements of Curtis Avenue and Garfield Avenue

CONTRACTOR: A & J CONTRACTORS GROUP, INC.
105 FEDERAL ROAD
MONROE TOWNSHIP, NEW JERSEY

Original Contract Amount \$661,454.00

Supplemental Bid Item "A") \$33,452.00

Total Contract Amount \$694,906.00

Change Order No. 1: \$28,000.00

Change Order No. 2: \$100,000.00

Change Order No. 3:

Fuel Price Adjustment \$291.57

Total \$823,197.57

Adjusted Contract Amount \$823,197.57

Through Change Order No. 3

Percent Increase in Contract 18.46%

Reason for Change Order and Increase:

Fuel price adjustment calculation for project closeout with NJ Department of Transportation.

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

This Change Order was approved by Resolution No. 270-22 dated October 25, 2022 of the West Orange Township Council.

SUMMARY OF QUANTITIES

NJDOT FY2016 MA PROGRAM
CURTIS AVENUE AND GARFIELD AVENUE

DATE:09/27/2022
PAGE 1 OF 1



TOWNSHIP OF WEST ORANGE, ESSEX COUNTY

ITEM NO.	Description of Items	Unit	Unit Price	PLAN		AS CONSTRUCTED		PARTICIPATING		NON-PARTICIPATING	
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1A	5ft Fence (If & Where Directed)	L.F.	\$0.01	3,200.00	\$32.00	3,200.00	\$32.00	3,200.00	\$32.00		
1B	Inlet Filters Type II	UNIT	\$1.00	13.00	\$13.00	13.00	\$13.00	13.00	\$13.00		
2A	Breakaway Barricade (If & Where Directed)	UNIT	\$1.00	4.00	\$4.00	4.00	\$4.00	4.00	\$4.00		
2B	Drum (If & Where Directed)	UNIT	\$1.00	20.00	\$20.00	20.00	\$20.00	20.00	\$20.00		
2C	Traffic Cones (If & Where Directed)	UNIT	\$1.00	100.00	\$100.00	100.00	\$100.00	100.00	\$100.00		
2D	Construction Signs (If & Where Directed)	S.F.	\$1.00	200.00	\$200.00	200.00	\$200.00	200.00	\$200.00		
3	Cleaning Site	L.S.	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00		
4A	Excavation, Unclassified (Including Disposal of Excess Material)	C.Y.	\$50.00	50.00	\$2,500.00	46.60	\$2,330.00	46.60	\$2,330.00		
5A	Dance-Graded Aggregate Base Course 6" Thick (If & Where directed)	S.Y.	\$4.00	800.00	\$3,200.00	0.00	\$0.00	0.00	\$0.00		
6A	Hot Mix Asphalt Courses	TONS	\$90.00	700.00	\$63,000.00	755.86	\$68,027.40	755.86	\$68,027.40		
6B	Hot Mix Asphalt Intermediate Course 9.5MB4, 1" min Thick	TONS	\$1.00	350.00	\$350.00	0.00	\$0.00	0.00	\$0.00		
6C	Hot Mix Asphalt Base Course 19MB4, 5" Thick (If & Where Directed)	TONS	\$1.00	250.00	\$250.00	0.00	\$0.00	0.00	\$0.00		
6D	HMA Milling, Thickness Varies	S.Y.	\$5.00	5,300.00	\$26,500.00	5,400.00	\$27,000.00	5,400.00	\$27,000.00	0.00	\$0.00
7	Geotextile Liner	S.Y.	\$6.00	2,400.00	\$14,400.00	0.00	\$0.00				
8A	15" RCP Pipe, Complete, Incl. Base Paving/DGA Base	L.F.	\$90.00	170.00	\$15,300.00	105.00	\$9,450.00	105.00	\$9,450.00		
8B	18" RCP Pipe, Complete, Incl. Base Paving/DGA Base	L.F.	\$90.00	15.00	\$1,350.00	0.00	\$0.00	0.00	\$0.00		
8C	24" RCP Pipe, Complete, Incl. Base Paving/DGA Base	L.F.	\$100.00	1,200.00	\$120,000.00	1,050.00	\$105,000.00	1050.00	\$105,000.00		
8D	4" PVC SDR-35, Complete, (Incl. Fittings Cleanout, Etc.)	L.F.	\$50.00	25.00	\$1,250.00	76.00	\$3,800.00	76.00	\$3,800.00		
9A	Manhole, 5' Dia.	UNIT	\$3,000.00	9.00	\$27,000.00	10.00	\$30,000.00	10.00	\$30,000.00		
9B	Precast Inlet, Type "B" Complete	UNIT	\$3,000.00	12.00	\$36,000.00	12.00	\$36,000.00	12.00	\$36,000.00		
9C	Precast Inlet, Type "D" Complete	UNIT	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00		
10A	Concrete Sidewalk, 4" Thick Including Aggregate Subbase	S.Y.	\$62.00	700.00	\$43,400.00	698.30	\$43,294.60	698.30	\$43,294.60		
10B	Concrete Sidewalk Apron, 6" Thick Including Aggregate Subbase	S.Y.	\$72.00	400.00	\$28,800.00	416.80	\$30,009.60	416.80	\$30,009.60		
10C	Detachable Warning Surfaces	S.Y.	\$300.00	2.00	\$600.00	2.00	\$600.00	2.00	\$600.00		
10D	Hot Mix Asphalt Driveway, 2" Thick Including Aggregate Subbase (If & Where Directed)	S.Y.	\$40.00	450.00	\$18,000.00	403.80	\$16,152.00	403.80	\$16,152.00		
10E	Paver Driveway, Including Aggregate Subbase (If & Where Directed)	S.Y.	\$50.00	25.00	\$1,250.00	24.00	\$1,200.00	24.00	\$1,200.00		
11A	Granite Block Curb	L.F.	\$42.00	3,200.00	\$134,400.00	3,292.00	\$138,264.00	3,292.00	\$138,264.00		
12	Traffic Stripes, Traffic Markings, and Rumble Strips	L.F.	\$6.00	50.00	\$300.00	60.00	\$360.00	60.00	\$360.00		
12B	Traffic Stripes, Long-Life, Epoxy Resin, 8" White (Crosstalk)	S.Y.	\$10.00	130.00	\$1,300.00	123.33	\$1,233.30	123.33	\$1,233.30		
13A	Reset Manhole, Sanitary Sewer, Using New Casting	UNIT	\$700.00	9.00	\$6,300.00	10.00	\$7,000.00	10.00	\$7,000.00	10.00	\$10.00
13B	For Manhole Cover	UNIT	\$1.00	9.00	\$9.00	10.00	\$10.00				
14A	For Removal of Trees (12-Inch to 17-Inch Diameter)	UNIT	\$1,000.00	4.00	\$4,000.00	5.00	\$5,000.00	5.00	\$5,000.00		
14B	For Removal of Trees (18- Inch to 24-Inch Diameter)	UNIT	\$2,000.00	4.00	\$8,000.00	4.00	\$8,000.00	4.00	\$8,000.00		
15	Topsoiling, 4" Thick (If & Where Directed)	S.Y.	\$5.00	2,600.00	\$13,000.00	2,600.00	\$13,000.00	2600.00	\$13,000.00		
16	Fertilizing & Seeding (If & Where Directed)	S.Y.	\$1.00	2,600.00	\$2,600.00	2,600.00	\$2,600.00	2600.00	\$2,600.00		
17	Straw Mulching (If & Where Directed)	S.Y.	\$0.01	2,600.00	\$26.00	2,600.00	\$26.00	2600.00	\$26.00		
18	Police Allowance	Allowance	\$65,000.00	1	\$65,000.00	0.22537862	\$47,149.61	0.30	\$1,491.84	\$0.73	\$47,149.61
19	Asphalt Price Adjustment	L.S.	\$5,000.00	1	\$5,000.00	0.29836800	\$1,491.84				
20	Fuel Price Adjustment	L.S.	\$5,000.00	1	\$5,000.00	0.05831400	\$291.67	0.06	\$291.67		
TOTAL					\$661,454.00		\$610,658.92				
SUPPLEMENTAL BID "A"											
S-1	Clearing Site	L.S.	\$3,000.00	1	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00		
S-2A	12" HDPE Pipe, Complete, Incl. Base Paving/DGA Base	L.F.	\$100.00	75	\$7,500.00	80.00	\$8,000.00	80.00	\$8,000.00		
S-2B	18" HDPE Pipe, Complete, Incl. Base Paving/DGA Base	L.F.	\$100.00	100	\$10,000.00	96.00	\$9,600.00	96.00	\$9,600.00		
S-3	Precast Inlet, Lawn Inlet	UNIT	\$2,000.00	1	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00		
S-4	Precast Inlet, Type "E", Complete	UNIT	\$2,000.00	1	\$2,000.00	2.00	\$4,000.00	2.00	\$4,000.00		
S-5	Concrete Headwall	UNIT	\$6,000.00	1	\$6,000.00	0.00	\$0.00	0.00	\$0.00		
S-6	For Removal of Trees (12-Inch to 17-Inch Diameter)	UNIT	\$1,000.00	1	\$1,000.00	7.00	\$7,000.00	7.00	\$7,000.00		
S-7	Topsoiling, 4" Thick (If & Where Directed)	S.Y.	\$5.00	200	\$1,000.00	250.00	\$1,250.00	250.00	\$1,250.00		
S-8	Fertilizing & Seeding (If & Where Directed)	S.Y.	\$1.00	200	\$200.00	250.00	\$250.00	250.00	\$250.00		
S-9	Straw Mulching (If & Where Directed)	S.Y.	\$0.01	200	\$2.00	250.00	\$2.50	250.00	\$2.50		
S-10	Erosion Control Matting (If & Where Directed)	S.Y.	\$5.00	150	\$750.00	250.00	\$1,250.00	250.00	\$1,250.00		
TOTAL					\$33,452.00		\$36,352.50				
ADDITIONAL SUPPLEMENTAL ITEMS FOR CURTIS AVENUE AND GARFIELD AVENUE											
S-11S	Gabion Headwall	UNIT	\$6,000.00	0	\$0.00	1.00	\$6,000.00			1.00	\$6,000.00
8CS	Additional cost for Elliptical Pipe	L.F.	\$27.28	0	\$0.00	1,050.00	\$28,644.00			1050.00	\$28,644.00
8ES	8" Schedule 40 PVC Complete for House No. 14	L.F.	\$79.00	0	\$0.00	60.00	\$4,740.00			60.00	\$4,740.00
TOTAL					\$0.00		\$39,384.00				
ADDITIONAL SUPPLEMENTAL ITEMS FOR OLD INDIAN ROAD (NOT PART OF MA 2016 PROJECT)											
6AS	HMA Mix Asphalt Surface Course 12.5MB4	TONS	\$90.00	0	\$0.00	576.84	\$51,915.60			576.84	\$51,915.60
6DS	Milling	S.Y.	\$5.00	0	\$0.00	3,700.00	\$18,500.00			3700.00	\$18,500.00
9ES	Reconstruct Inlet Curb Head Only	Unit	\$1,800.00	0	\$0.00	3.00	\$5,400.00			3.00	\$5,400.00
9DS	Reconstruct Inlets with New Castings	Unit	\$2,300.00	0	\$0.00	5.00	\$11,500.00			5.00	\$11,500.00
12AS	Traffic Stripes, Long-Life, Epoxy Resin, 12" Stop Bar White	L.F.	\$6.00	0	\$0.00	40.00	\$240.00				
12CS	Traffic Stripes, Long-Life Epoxy Resin 8" White	S.F.	\$10.00	0	\$0.00	447.83	\$4,478.30			447.83	\$4,478.30
13AS	Manholes Reset	UNIT	\$500.00	0	\$0.00	10.00	\$5,000.00			10.00	\$5,000.00
18S	Police Allowance	L.S.	\$5,552.20	0	\$0.00	1.00	\$5,552.20			1.00	\$5,552.20
18AS	Traffic Control	L.S.	\$8,840.00	0	\$0.00	1.00	\$8,840.00			1.00	\$8,840.00
19S	Asphalt Price Adjustment	L.S.	\$1,059.08	0	\$0.00	1.00	\$1,059.08			1.00	\$1,059.08
20AS	Traffic Markings	L.S.	\$830.00	0	\$0.00	1.00	\$830.00			1.00	\$830.00
21S	Curb, Sidewalk, ADA Ramp Construction Masson Place at Lenox Terrace	L.S.	\$23,486.97	0	\$0.00	1.00	\$23,486.97			1.00	\$23,486.97
TOTAL CONTRACT AMOUNT					\$694,906.00		\$823,197.57		\$599,851.81		\$223,345.76

Prepared By: Leonard R. Lepore
Signature: 
Title: Municipal Engineer



TOWNSHIP OF WEST ORANGE

25 Lakeside Avenue, West Orange, New Jersey 07052

DEPARTMENT OF PUBLIC WORKS

Engineering Division

ROBERT PARISI
MAYOR

LEONARD R. LEPORE
Municipal Engineer
Director of Public Works

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

MA 2016- FUEL PRICE ADJUSTMENT CALCULATION

Fuel Price Index:

BF = \$2.98 – BID OPENING IN JUNE 20, 2018, (MAY 2018 PRICE)

MF = \$3.07– PRICE DURING MILLING & PAVING OPERATIONS (MAY 2019)

HMA 9.5M64, SURFACE COURSE= 755.86 TON * 2.5 GAL/TON = 1889.65 GAL

HMA 19M64, BASE COURSE = 0 TON * 2.5 GAL/TON = 0.00 GAL

HMA MILLING, 3" OR LESS = 5400 SY * 0.25 GAL/SY = 1350.00 GAL

3239.65 GAL

EQUATION USED: $F = (MF - BF) \times G$

WHERE:

F= FUEL PRICE ADJUSTMENT (FPA)

MF= MONTHLY FPA

BF = BASIC FPA

G= GALLONS OF FUEL FOR PRICE ADJUSTMENT

$F = (MF - BF) \times G$

$F = (\$3.07 - \$2.98) \times (3,239.65 \text{ GAL}) = \underline{\$291.57}$

TOTAL FUEL PRICE ADJUSTMENT = \$291.57

RESOLUTION

WHEREAS, ED Arborist and Foresters (“EAF”) of 976 Old School House Road, Blairstown, NJ 07825 responded to the Township of West Orange’s Request for Qualifications pursuant to a fair and open process for Professional Consulting Services as a New Jersey Licensed Tree Expert or Arboriculture Approved Arborist for services within public property in the Township; and

WHEREAS, the Township’s Tree Protection and Removal Ordinance is administered by the Officer who shall have the status of New Jersey Approved Forester, Licensed Tree Expert or Arborist approved by the International Society of Arboriculture; and

WHEREAS, Evan Dilluvio, Proprietor of EAF, is a Licensed Tree Expert and Arborist; and

WHEREAS, EAF agrees to provide forestry services for the remainder of the calendar year 2022 in an amount not to exceed \$17,500.00, pursuant to the terms and conditions set forth in the Agreement annexed hereto as Exhibit “A” for services on public property and public rights of way for calendar year 2022.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain ED Arborist and Foresters to provide forestry services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk’s office in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: October 25, 2022

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

John O. Gross, CFO/BA

EXHIBIT “A”

AGREEMENT FOR FORESTRY SERVICES

THIS AGREEMENT made and entered into on this 25th day of October, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Municipal Building, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ED Arborist and Foresters** located at 976 Old School House Road, Blairstown, County of Warren and State of New Jersey, hereinafter referred to as “CONSULTANT,” party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide forestry services to the TOWNSHIP for public property and be designated as the Officer to administer the Township’s Tree Protection and Removal Ordinances.

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 CONSULTANT for the period August 4, 2022 through December 31, 2022 at the hourly rate of \$80/hr.
2. The CONSULTANT shall provide the services as described in Exhibit “B” for Public Property and be subject to the provisions and limitations within Exhibit “B”.
3. CONSULTANT 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.

4. CONSULTANT 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.

5. CONSULTANT 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 CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

6. During the term of this agreement, CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

7. 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.*

8. 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.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

ED ARBORIST AND FORESTERS

WITNESS:

By:_____
EVAN DILLUVIO

EXHIBIT “B”

1. PUBLIC PROPERTY

- Tree Protection and Removal Ordinance
 - Responds to email and calls of concern from residents
 - Determines if trees are viable or non-viable based on assessment
 - Inspects stumps of trees that might need to be removed on an emergency basis based on inspection and public concerns
 - Consults with DPW Superintendent and staff for the routine maintenance of trees and removal if necessary. Consults with Land Use Engineer on Landscaping Plan including selection of species appropriate for the West Orange area and the purpose for which the planting is made
 - Prepares itemized list of items reporting list of items based on inspection to DPW staff and reporting to include address, species and tree size, and if tree was viable or not viable, including utility conflicts, photos and sketches as necessary
 - Appears in Municipal Court as a Licensed Tree Expert when necessary
 - Advises DPW and Engineering Division on suitability of tree species and location for planting and replanting
 - Makes recommendations based on tree's condition and if it needs an emergency response
 - Coordination of Tree Planting activities with municipal funding and grants
 - Assist the Township with grant applications related to forestry
 - Prepares specification for Annual Fall/Spring Tree Planting at various locations within the Township's right of way and public property
 - Prepares the Township in the preparation of NJ Urban and Community Forestry Program Annual Accomplishment Report (AAR)
 - Attends continuing education classes for Township's accreditation

- o Consults with Property Maintenance Inspectors on conditions of trees on public property affecting sidewalks
- o Determines if trees are dead or hazardous and if removal or pruning is warranted
- o Keep records of tree removal/planting master list
- o Coordinates and/or assigns work activities/scheduling as necessary
- Advisory Boards
 - o When directed provides technical expertise to the Open Space and Recreation Committee and the Environmental Commission
- Other
 - o All memos, reports, letters and other documents are to be prepared by the Professional and his/her staff without using the staff of the Public Works Department or the Engineering Division.
 - o The Township will provide within the Public Works Building 25 Lakeside Avenue, West Orange a work area, a telephone land line and internet access during regular Department business hours.
 - o The Professional is responsible for his/her transportation both to and within West Orange.

PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICES

PLEASE INSERT THE FOLLOWING INFORMATION GLOBALLY:

Township of West Orange
66 Main Street,
West Orange, New Jersey 07052 Essex County
Panayiota Reynolds,
Purchasing Agent
973-325-4056

Submission Date: Wednesday, July 6, 2022 at 10:00am

Original

REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES

NOTICE IS HEREBY GIVEN that pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.5, qualifications are being solicited by the Township of West Orange for the following professional services for the 2022 calendar year. The submission date is Wednesday, July 6, 2022 at 10:00am. The Request for Qualifications (RFQ) packages are available via email to: preynolds@westorange.org or online at www.westorange.org.

Professional Services Requested:

New Jersey approved Forester, New Jersey licensed tree expert, or an International Society of Arboriculture approved arborist for Private Property

New Jersey approved Forester, New Jersey licensed tree expert, or an International Society of Arboriculture approved arborist for Public Rights of Way and Public Properties

Please submit sealed request for qualifications no later than Wednesday, July 6, 2022 at 10:00am to the Township of West Orange, 66 Main Street, West Orange, NJ 07052, Attn: Panayiota Reynolds, Purchasing Agent. Envelopes should be clearly marked with title, name and address of party submitting, at the address mentioned above and should be mailed or hand delivered. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), a valid NJ Business Registration Certificate P.L. 2004, c57, and must comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Additional Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Panayiota Reynolds
Purchasing Agent, R.P.P. S, QPA

GENERAL INFORMATION SUMMARY ORGANIZATION REQUESTING QUALIFICATIONS

Township of West Orange
66 Main St.
West Orange, NJ 07052

CONTACT PERSON

Panayiota Reynolds,
Purchasing Agent, R.P.P.S, QPA
preynolds@westorange.org
Telephone (973) 325-4056
FAX (973) 736-8380

PURPOSE OF REQUEST

The Township of West Orange will be in need of a variety of Professional Service Contracts during the calendar year of 2022. This Request for Qualification "RFQ" will serve as a source of reference for the Township regarding the hire of an individual and or a company for a particular professional service during this contract period. Submissions will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services. Submission of the RFQ does not guarantee the Township will hire your company during the contract year. The RFQ process allows the Township to be compliant with the "Pay to Play" rules and regulations of the State of New Jersey. This RFQ represents a "Fair and Open" process in which we can secure professional services throughout a 12 month time period or through December 31, 2022 whichever is sooner.

PERIOD OF CONTRACT

In the event respondent's services are chosen during this 12 month contract period or through December 31, 2022 whichever is sooner. The successful respondent shall be required to execute the Township's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft Township form contract is available upon request. The Township Mayor and Council shall approval such contracts through resolution.

It is also agreed and understood that the acceptance of the final payment by a contractor shall be considered a release in full of all claims against the Township arising out of, or by reason of, the work done and material furnished under this contract.

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualification: "Township" - refers to the Township of West Orange.

~~"Qualification Statement"~~ - refers to the complete response to this RFQ submitted by the Respondents.

~~"Qualified Respondent"~~ - refers to those Respondents who (in the sole judgment of the (Township)) has satisfied the qualification criteria set forth in this RFQ.

~~"RFQ"~~ --- refers to this Request for Qualification, including any amendments thereof or supplement thereto.

~~'Respondent' or 'Respondents'~~ - refers to the interested party that submitted a Qualification Statement.

SECTION 1.

The following is a brief description of the professional services needed, including, were appropriate, a description of tasks involved. Services are not limited to what is described here.

New Jersey Approved Forester, New Jersey licensed tree expert or an International Society of Arboriculture approved arborist for Public Rights of Way, Public Properties and Private Properties

PRIVATE PROPERTY

- Tree Protection and Removal Ordinance
- Issues or Denies Tree Removal Permits or issues an Exemption from the Ordinance requirements
- Determines if trees are viable or non-viable
- Inspects stumps of trees removed on an emergency basis pursuant to the Exemption criteria within 48 hours of notification
- Consults with Land Use Board Engineer for all new Land Use Applications for compliance with Ordinance. Consults with Land Use Engineer on Landscaping Plan including selection of species appropriate for the West Orange area and the purpose for which the planting is made
- Prepares a monthly report of trees removed by permit or by exemption. Report to include address, species and tree size, and if tree was viable or not viable
- Issues summonses for violation of the Ordinance
- Appears in Municipal Court as a Licensed Tree Expert when necessary
- Private Property Owners
- Advises owners, upon request, of tree conditions on their property
- Recommends, based on tree's condition, actions by property owner
- Advises owners on suitability of tree species for planting
- Property Maintenance
- Consults with Property Maintenance Inspectors on conditions of trees on private property
- Determines if trees are dead or hazardous and if removal or pruning is warranted

- Issues written notice to property owners of hazardous or dead trees on private property
- Issues summonses for failure to correct conditions cited by written notice
- Appears in Municipal Court as Township's Tree Expert
- Advisory Boards
- When directed provides technical expertise to the Open Space and Recreation Committee and the Environmental Commission

Other

All memos, reports, letters, permits and other documents are to be prepared by the Professional and his/her staff without using the staff of the Public Works Department or the Engineering Division.

The Township will provide within the Public Works Building 25 Lakeside Avenue, West Orange a work area, a telephone land line and internet access during regular Department business hours.

The Professional is responsible for his/her transportation both to and within West Orange.

PUBLIC RIGHTS OF WAY AND PUBLIC PROPERTIES

- Public Works
- Conducts Windshield Survey of conditions of trees along Public Rights of Way and provides a quarterly report unless an imminent hazard is observed
- Conducts a survey of conditions of trees on public properties and provides an annual report for each property unless an imminent hazard is observed
- Advises the Department including the Director, Superintendent and Shade Tree Supervisor of tree maintenance services including tree removals required on Public Rights of Way and public property
- Prepares a monthly report of trees removed indicating location, species and size.
- Prepares a monthly report of tree maintenance
- Assists in the preparation of specifications and bid documents for tree removal, tree maintenance and emergency and non-emergency tree services for both public rights of way and public property
- Assists in the preparation of specifications and bid documents for tree planting

- Selects public tree planting locations, selects species, inspects and selects trees at nursery. Provides periodic inspection during planting and one year after planting to identify dead trees for replacement
- Applies for Tree City USA Certification
- Writes and prepares a Community Forestry Management Plan every five years
- Works with the Township's Grant Writer on grants related to tree conservation, tree maintenance and tree planting
- Arranges Arbor Day tree planting and ceremonies
- Coordinates with Public Works and private contractors for disaster clean up
- Advisory Boards
- When directed provides technical expertise to the Open Space and Recreation Committee and the Environmental Commission

Other

All memos, reports, letters and other documents are to be prepared by the Professional and his/her staff without using the staff of the Public Works Department or the Engineering Division.

The Township will provide within the Public Works Building 25 Lakeside Avenue, West Orange a work area, a telephone land line and internet access during regular Department business hours.

The Professional is responsible for his/her transportation both to and within West Orange

SECTION 2

INTRODUCTION OF GENERAL INFORMATION

2.1 Introduction and Purpose

The Township of West Orange is soliciting Qualification Statements from interested persons and/or Firms for the provision of various Professional Services for the Township of West Orange. Through a Request for Qualification (RFQ) process described herein, the Township will create a prequalified list of professionals that can provide such services. The Township will first consider companies for such services that respond to this RFQ. The Qualification Statement submission shall include all the information required to be included as described herein. The Township intends to qualify respondents' professional and administrative capabilities to provide proposed services, and will agree to work under the compensation terms and conditions determined by the Township.

2.2 Procurement Process and Schedule

The selection of Qualified Respondents is not subject to the bidding provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the New Jersey Local Unit Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq. The Township has structured a procurement process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification statements will be evaluated in accordance with criteria set forth in section 2 of this RFQ, which will be applied in the same manner to each Qualification Statement received. Respondents agree to at all times abide by all requirements of the New Jersey law, including, but not limited to the aforementioned "Pay to Play" laws, as well as any and all relevant Executive Orders and the New Jersey Election Law Enforcement Commission disclosure requirements.

2.3 Conditions Applicable to RFQ

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions:

This RFQ does not commit the Township of West Orange to issue a Request for Proposal.

The Township reserves the right to exercise its judgment to weigh the relative merit and deficiencies, if any, in all responses and commits. The Township reserves the right to reject for any reason, all responses and components thereof and eliminate any and all Respondents submitting this RFQ from consideration.

The Township reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to this RFQ.

The Township reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.

All Qualification Statements shall become the property of the Township and will not be returned.

All Qualification Statements will be made available to the public at the appropriate time, as determined by the Township (in the exercise of its sole discretion) in accordance with law.

The Township may request Respondents to send representatives to the Township for interviews.

Neither the Township, nor its respective staff, consultants nor advisors shall be liable for any claims for damages resulting from the solicitation or preparation of the Qualification Statement. There shall be no reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement for participating in this procurement process.

2.4 Addenda or Amendments to RFQ

During the period provided for the preparation of responses to the RFQ, the Township may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Township and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

SECTION 3

3.1 Standard Requirements of Technical Qualifications

Respondents shall submit technical qualifications which contain the following:

Business name, the principal place of business, and if different, the place where services will be provided.

Respondents must have a minimum of five (5) years' experience.

The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.

A listing of all other engagements where services of the types proposed, were provided in the past. This should include other Township governments, businesses or other government entities. Contact information for references must be provided.

A statement shall be provided by respondent that neither its firm nor any individual assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

The attached submission form can be replaced with respondents own prepared resume. All questions must be addressed as requested.

3.2 Mandatory Submission Forms

Affirmative Action Certification
Non-Collusion Affidavit
Stockholder Disclosure Statement
Business Registration Certification
Political Disclosure Certification
Iranian Disclosure Statement
Addenda/addendum

3.3 Cost Analysis

Respondents should submit a cost proposal which would include any proposed retainer, the services to be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rates. The Township shall in its discretion, provide a fee schedule with hourly rates depending on the nature of the matter. By submission of a proposal, you acknowledge and agree to adhere to the fee schedule.

3.4 Submission Evaluation

When the Township is in need of a particular service, the selection will be the most advantageous submission based on all of the evaluation factors set forth in this RFQ.

Each submission must satisfy the objectives and requirements detailed in this RFQ. The successful respondent shall be determined by an evaluation of the total content of the qualifications submitted. The Township reserves the right to:

Not select any of the submissions or select only portions of a particular Respondent's qualifications for further consideration (however Respondents may specify portions of proposal that they consider "bundled").

Award a contract for the requested services at any time within the 12 month time period or through December 31, 2022 whichever is sooner after review of the qualifications and approval by Township Council through resolution. Every submission shall be valid through this time period.

3.5 Submission Limitations

This RFQ is not intended to be an offer, order, or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Township by issuance of this RFQ. The Township reserves the right to refuse any submission.

3.6 Use of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like, furnished or disclosed by the Township to the Respondent in connection with this RFQ, shall remain the property of the Township. When in tangible form, all copies of such information shall be returned to the Township upon request. Unless such information was previously known to the Respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the Township or a third party, it shall be held in confidence by the Respondent, shall be used only for the purposes of this RFQ and shall not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

3.7 General Terms and Conditions

The Township reserves the right to reject any or all submissions, if necessary, or waive any informality in the submission.

In case of failure by the successful Respondent, the Township may procure the articles or services from other sources, deduct the cost of the replacement from money due the Respondent under the contract and hold the Respondent responsible for any excess cost.

The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional, and Automobile Liability.

Each submission must be signed by the person authorized to do so.

Township assumes no responsibility for submissions received after designated date and time due.

By submission of qualifications, the Respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark, or copyright.

The successful Respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Township harmless.

No Respondent shall influence, or attempt to influence, or cause to be influenced, any Township Officer or employee to use their official capacity in any manner.

No Respondent shall cause or influence, or attempt to cause influence, any Township Officer or employee to use their capacity to secure unwarranted privileges or advantages for the Respondent.

Should any differences arise between the contracting parties as the meaning or intent of these instructions or specifications, the Townships decision shall be final and conclusive.

The Township shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its request for consideration.

All necessary forms required by this RFQ shall be completed and submitted as part of this submission.

SECTION 4

4.1 Instructions for Submission

Respondents must submit an original and one (1) copy of their Qualification Statement. If a company has multiple services, a separate Qualification packet for each service would be preferred.

Designated Contact Person:

Panayiota Reynolds, Purchasing Agent, RPPS, QPA
Township of West Orange
66 Main Street
West Orange, NJ 07052

Submissions must be received Wednesday, July 6, 2022 at 10:00am. Preferred delivery methods are US mail or hand delivery. Facsimile or electronic delivery will not be accepted.

To be responsive, Qualification Statement must provide all requested information and conform to instructions. Qualification Statements and related information must be bound and signed by Respondent.

All Respondents hereby agree to work under the terms and conditions as set by the Township. If awarded a contract by Township Council Resolution during 2022 calendar year, that contract will be in effect for one year.

SECTION 5

5.1 Evaluations

The Township of West Orange's objective by soliciting Qualification Statements is to establish a pre-qualified group of professionals that will provide high quality and cost effective services to the Township. The Township will consider Qualification Statements only firms and individuals, in the Townships judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Township in the manner described in the RFQ. The Township on the basis of the most advantageous will evaluate proposals with the following criteria:

Ranking Percentage and Criteria for Evaluations

35% Experience and reputation in the field

20% Knowledge of the Township and subject matter as it's related to contract

10% Availability to accommodate meeting attendance

25% Cost details, including the hourly rates of each of the individuals who will perform certain services and time estimates for each individual, all expenses (if applicable).

5% The utilization of local contractors and businesses, whenever possible.

5% Other factors demonstrated to be in the best interest of the Township.

END OF INSTRUCTIONS

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

REQUIRED EVIDENCE

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

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27 within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

The following questions must be answered by all Bidders:

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

Yes _____ (If yes, submit a copy of such approval.) No ✓.

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

Yes ✓ (If yes, submit a copy of such approval.) No _____.

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

COMPANY:NAME: ED Arborists and Foresters

SIGNATURE & TITLE: Evan Dittman / Owner

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

AFFIDAVIT OF NON-COLLUSION

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

To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

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

(Signature) Evan Dilluvio

Subscribed and sworn to

Before me this day June 30 of 20 22

AFFIANT Evan Dilluvio

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 20 27

Nicole J. Priestner
NICOLE J. PRIESTNER
Commission # 50055320
Notary Public, State of New Jersey
My Commission Expires
February 22, 2027

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Municipal Clerk's Office upon award of contract by the Mayor and Township Council.

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

PROFESSIONAL LIABILITY INSURANCE

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

Acknowledgement of Insurance Requirement:

Evan Dilluvio ED Arborists and Foresters

6/28/22 (Date)

Evan Dilluvio / Owner
(Printed Name and Title)

This form must be completed, signed and returned with RFQ.

TOWNSHIP OF WEST ORANGE

STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp _____

Corporation _____ Sole Proprietorship ✓ Limited Liability Partnership _____

Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW

Name: Evan Dilluvio

Home Address: 976 Old School Rd

Blauvelt, NJ 07825

Stockholders

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Evan Dilluvio
Owner or Representative Signature

Evan Dilluvio / owner
Print Name & Title

NOTARY PUBLIC

Sworn before me this day of June 30 2022.

Nicole J. Priestner

NICOLE J. PRIESTNER
Commission # 50055320
Notary Public, State of New Jersey
My Commission Expires
February 22, 2027

NON-CONFLICT OF INTEREST CERTIFICATIONREQUEST FOR QUALIFICATIONS
FORProfessional Services, NJ Tree Expert
(Title of RFQ)

The undersigned certifies to the Township of West Orange, County of Essex, State of New Jersey that in performing services to the Township he/she is aware of no circumstance that would constitute a conflict of interest, financial or otherwise, between him/her (or his/her firm) and the interests of the Township. The undersigned certifies that he/she has made a search of his/her firm's client base and has executed this certification subsequent to such search. The undersigned acknowledges this a continuing certification, and shall remain in effect for the term of the services contained in the solicited request for qualifications. I certify that the foregoing statements made by me are true and accurate to my personal knowledge; I am making this certification in good faith. I am aware that if any of the foregoing statements made by me are false, the Board is free to terminate any professional service agreement entered into with the undersigned and/or his or her firm.

Certifying Official:

PRINT NAME: Evan DilluvioSIGNED BY: Evan DilluvioTITLE: OwnerDATE: 6/28/22

TOWNSHIP OF WEST ORANGE, NEW JERSEY

Professional Service Contract
Qualification and Costs Submission Form

Note: A separate resume can be attached.

1. Please provide the name and address of Names and roles of the individuals who will perform the services and description of their education, municipal experience and experience with projects similar to the services contained herein including their education, degrees and certifications.

Please see attached.

2. References and record of success of same or similar service.

Please see attached.

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff.

Please see attached.

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Please see attached.

Authorized Representative Evan Dilluvio (print name)

Authorized Representative Evan Dilluvio (signature)

Telephone # 908-679-2087

FAX # —

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

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

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

Name of Contributor	Amount	Recipient of Contribution	Contribution Date
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-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

If you have NOT made any contributions within the scope of Section 2-68.1, as set forth above, please indicate here NONE.

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

Signature Evan Dilluvio

Print Name: Evan Dilluvio

Company: ED Arborists and Foresters

TOWNSHIP OF WEST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Please assign the number, date and initial.

Addendum Number Dated Acknowledge Receipt (Initial)

☒ No addenda was received.

Acknowledged for: ED Arborists and Foresters
(Company Name)

By: Evan Dilluvio
(Signature of Authorized Representative)

Name: Evan Dilluvio
(Print)

Title: Owner

Date: 6/28/22

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Evan Dillavio

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

- ☒ I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes
- ☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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

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

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and

thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Evan Dilluvio Signature: Evan Dilluvio
Title: Owner Date: 5/28/22

Business Registration Certification and Public Works Contractor Registration Certification

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

Contractors are responsible for notifying subcontractors.

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

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

TOWNSHIP OF WEST ORANGE

CHECKLIST

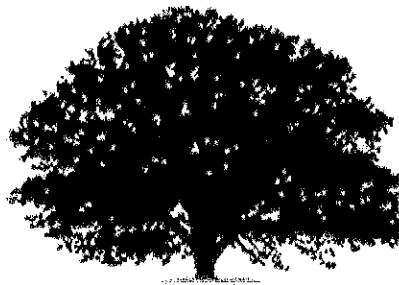
PROFESSIONAL SERVICE TITLE: New Jersey Tree Expert (Licensed)

SUBMISSION DATE: Wednesday, July 6, 2022 at 10:00am.

The following items are required to be included with the sealed submission:

- ✓ • Qualification Statement
- ✓ • Non-Collusion Affidavit
- ✓ • Disclosure of Ownership Form
- ✓ • Insurance Requirement Acknowledgement Form
- ✓ • Mandatory Equal Employment Opportunity Notice Acknowledgement
- ✓ • Copy of your Business Registration Certificate as issued by the
- ✓ • State of New Jersey, Department of Treasury, Division of Revenue
- ✓ • Acknowledgement of Corrections, Additions or Deletions Form
- ✓ • Non- Conflict of Interest Declaration
- ✓ • Political Disclosure Certification
- ✓ • Iranian Disclosure Statement

Reminder: Please submit one (1) original and one (1) additional set of the sealed submission. Copy can be on a USB stick. Multiple fields can be submitted in one envelope.



Evan Dilluvio

ED Arborists and Foresters

976 Old School House Road, Blairstown, NJ 07825

908-619-2087

dilluvioevan@gmail.com

RFQ

Professional Services

NJ Licensed Tree Expert

Township of West Orange

July 6, 2022

I Evan Dilluvio, owner of ED Arborists and Foresters, is interested in the position of Professional Service NJ Licensed Tree Expert for the Township of West Orange and I am submitting my qualifications. I have been an Arborist/Forester for over 25 years. For twelve years I served as a Forester for the NJDEP Forest Service Community Forestry Program. Currently I am the owner of a consulting arborist company serving state, municipal, private contractors and home owners since 2002. Being a civil servant for the NJDEP and owner of a consulting business has sharpened my professionalism while giving me the experience, skills and unbiased opinion to serve the residents of NJ. The work experience and skills I possess demonstrate my qualifications and ability to perform the required duties of the position.

As a Forester for NJDEP I performed Tree surveys for the "Big Tree Program" throughout the Town of West Orange. These surveys were conducted during a span of 10 years which has made me familiar with the Township. I also assisted the Township in receiving core training from seminars given at state functions such as NJ Federation Meeting.

West Orange is less than 1 hour of my office and my services can be provided on a very timely basis as per need of Township. Below is company information, references and experience from previous work as related to position.

1. Company Name: ED Arborists and Foresters, 2007 – Present

- **976 Old School House Road
Blairstown, NJ 07825**

- Owner: Evan Dilluvio, NJ Licensed Tree Expert #504, submitting RFQ and key contact
- Rutgers University, BS Natural Resource Management, Urban Forestry Minor
- Consulting company specializing in arboriculture, forestry and horticulture consulting services.
- Sole Proprietor owned with 1 full time employee and 1 part time consulting employee.
- Commercial insured vehicle used
 - Available to work as per needs of Township including meetings anytime
- Cell phone and iPad for office use
 - Experience in ITREE and Arbor Pro software
- Arborists tools owned

2. References

- Paul Miller, Department Manager, Amy Greene-Davey Resource Group, (908)448-6798 (NYC contracts)
- Rosa Yoo, Regional Forester, NJ Forest Service (609) 306-2433 (NJDEP Forest Service Position)
- Rich Wolowicz, Arborist, VP NJ Board of Tree Experts, Owner RichView Consulting, (973-220-6797 (NJDEP Forest Service, Community Forestry Council, LTE Board)
- Todd Wycoff, Chief, NJ Forest Service (609) 292-2532 (NJDEP Forest Service Position)
- Alec McCartney, Assistant Regional Forester, NJ Forest Service (732) 928-0029 (NJDEP Forest Service Position)
- Erik Peterson, NJ State Assemblyman, (908) 894-5269, (Professional Hunterdon County contact)
- Lia Heintjes, Senior Forester NYC DPR Brooklyn (929) 214-0596 (NYDPR contracts)
- Jason Grabosky, Professor Urban Forestry, Rutgers University NJ UCF Council (848) 932-0050 (NJDEP Forest Service, Community Forestry Council, Rutgers professor)
- Michael Carelli, Clerk, Borough of Oakland and Riverdale NJ, (201) 337-7701 (Tree inventory main contact)
- Yogesh Ramanan, Owner, PE, YOR Engineering NJ, NY, (732)672-0997 (NYCDDC contracts)
- Tom Nicholas, Landscape Architect, Port Authority NY, NJ, (551)222-5397 (Newark Airport contact)
- Andy North, Parks Purchasing Manager, Monmouth County Parks, (732)-842-4000 (Monmouth county parks contract)

3. Experience Related to Position

- **Evan Dilluvio**
Regional Forester 2002-2016

State of New Jersey
Department of Environmental Protection
New Jersey Forestry Services
Community Forestry Program

Work Performed

- ***NJDEP Community Forestry Program***
 - Meet with municipalities to assist in management plan writing
 - Read and review plans and executed final approvals
 - Help communities with grants for CFMPs
 - Worked intensely with following municipalities to write and get first management plan approved: Trenton, Paterson, Newark, Jersey City, Carteret, Orange, Cape May, Sea Isle City, Asbury Park, West New York, Union City, New Brunswick, Ewing, Passaic, Hawthorne, Clifton, Somerville, Philipsburg, Manville, Burlington, Camden, West Windsor, Vernon Twp, West Milford and Wantage.
 - Created Core Training course and presented training at multiple NJDEP Core training events
 - Lecture around NJ for Community Forestry Program
 - Trained municipalities in Hazardous Tree ID and assessment.
 - Trained municipalities in Tree Planting and management
- ***Event Planning***
 - Co-plan the annual State Arbor Day Celebration.
 - Interface with municipal and non-profit agencies as well as volunteer groups in the arrangements for the event.
 - Organize the ceremonial tree planting media event and coordinate photo opportunities for dignitaries at the ceremony.
 - Coordinate targeted advertising and timely outreach to participants and local area residents
- ***Manage Northern Region NNL Program***
 - Under the supervision of the Chief Forester in the Department of

Environmental Protection coordinated, implemented, developed, oversaw, planned, and managed all aspects of the New Jersey northern region No Net Loss Reforestation Act (P.L. 1993 c. 106 C.13:11-14.2).

- Manage and coordinate administrative aspects of the New Jersey northern region No Net Loss Reforestation Act
 - Compliance for all State entities and municipalities
- Inspect contractor work on utility ROW within state lands and roads
- Prepare and present monthly technical reports to the NJ Community Forestry Council
- Determine and enforce all deadlines that relate to No Net Loss Reforestation plan submissions from State entities and compliance inspections
- Review No Net Loss Reforestation municipal grant applications for compliance with the established guidelines
- Develop and coordinate an outreach program designed for the municipalities eligible to apply for grant monies
- Coordinate grant meetings with municipal representatives to initiate the application process
- Independently represent the Bureau of Forest Management to the State entities and municipalities throughout New Jersey at local governmental meetings

- ***NJ Big Tree Program***

- Independently became the New Jersey State Big Tree Coordinator. Coordinate and facilitate the verification and validation of Champion Tree nominations for the New Jersey Big Tree Program.
- Prepare technical reports and calculations following on-site evaluations and measurements
- Coordinate meetings with the public to measure for verification nominated champion trees.
- Coordinate the compilation of data for inclusion in the New Jersey Big Tree Registry and National Big Tree Registry.
- Developed the Big Tree Website
- Worked with volunteers statewide to coordinate the discovery, identification, and measurement of candidate trees.
- Arbor Pro software and ITree used for data input and report creation

- ***Licensed Tree Expert Program***

- On the Board of Tree Experts as state representative
 - Oversaw the board to follow state guidelines
- Researched and created the NJ Licensed Tree Operator Exam "LTO"

- Coordinated and implemented LTE study sessions
 - Coordinated and implemented LTE exams
 - Answered questions from the public in regards to tree diagnosis
 - Diseases and pests
 - Hazardous trees
 - Created informational brochures for upcoming LTE/LTO
 - Represented the state during Board of Tree Expert meetings
 - Lectured around NJ to promote and educate residents of Licensing
- ***Cool Cities Initiative***
 - Manage, coordinate and implement the statewide Cool Cities Initiative tree planting program
 - Develop the protocol necessary to run the program
 - Inventoried and surveyed areas using data input into ITree program for specific reporting
 - Wrote the contract and created RFP package to go out to vendors
 - Specifications written and bid on by potential contractors
 - Identify potential tree planting locations
 - Homeowners tree requests inspected
 - Held pre bid meetings
 - Conduct outreach activities including tree planting kick-off ceremonies, and volunteer programs
 - Coordinate daily field work programs and provide the Assistant Director with weekly tree planting reports
 - Coordinate and setup contractor work crews for daily work activities
 - Inspect work being performed
 - Secured and tagged over 25,000 trees at nurseries based on specifications for contractor to plant
 - ***NJ Parks and Forestry Hazardous Tree Inventory:***
 - NJ Parks were surveyed and inventoried to compile a tree data list and maps of areas in need of tree work/removals deemed hazardous to the public.
 - Round Valley Recreation Area
 - Worthington State Forest
 - Spruce Run Recreation Area
 - Wawaywanda SP
 - Kittatinny Valley SP
 - High Point SP

- Entire State Park locations inventoried for hazardous trees
- Focus was on buildings, campsites, day use areas, administrative office areas, trail heads, trails, access roads, maintenance areas and roads within and surrounding State Parks
 - Mapping using Arc GIS and Spreadsheets created
 - Detailed management Plans written for Parks and Forestry RFPs
 - Prepared Bid specifications
- ***NJ State Mental Institution, Trenton NJ***
 - Hazard Tree Inventory Performed
 - Entire location inventoried
 - Mapping and Spreadsheets created using Arc GIS and Tree Plotter
 - Management Plan written for Institute Maintenance
 - Coordinate Tree Crews for tree maintenance activities
 - Inspect tree work

▪ **ED Arborists and Foresters**

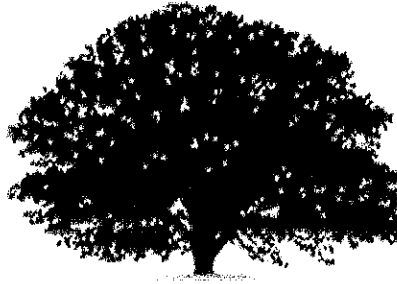
Evan Dilluvio

Projects:

- Tree Consultant/Arborist
- **Unbiased opinions and determinations to public and private tree owners**
- **Monmouth County Parks Department NJ, Mt Mitchel Overlook and Thompson Park contracts**
 - Survey and inspect Mt Mitchel overlook area and compile a report to give professional tree removal and pruning recommendations for the future construction of a trail system with overlook viewing areas
 - Thompson Park Tree assessment
 - Inspect and asses specific trees with in park and compile a report with recommendations for treatments if any
- **Franklin Lakes, NJ, Assistant Licensed Tree Specialist (Part Time)**
 - Responsible for Tree Removal/Grading permits for Township
 - Issue and deny tree removal permits
 - Summons issued per violation of ordinance
 - Variance applications and tree planting recommendations
 - Ash tree inventory for Emerald Ash Borer mitigation.
 - Respond to Homeowners requests/issues
 - Assist in keeping Townships CFMP in approved status
 - Apply for Stewardship Grants for Tree Inventory/planting
- **Oakland Borough, NJ, Tree Inventory for CFMP objectives**
- **Riverdale Borough, NJ, Tree Inventory for CFMP objectives**
- **Farmland Woodlot Management plans written**
 - Multiple clients throughout Northern NJ

- **Private homeowner services**
 - Hazard Tree evaluation
 - Pest and disease diagnosis
 - Referring tree care companies to perform work

- **NYCDPR**
 - **Represent NYDPR as Licensed Tree Expert**
 - Enforce protection of city owned trees
 - Hazard Tree Inventory and Removal Plans
 - Work with engineer and contractor with any tree related issues
 - Work with NYDPR to obtain any necessary permits
 - Inventory Tree species within construction area
 - Inventory Survey Possible Tree Planting locations to meet DPR Restitution requirements for contractor
 - Supply engineer and contractor daily reports
 - **Tree Preservation, and Sidewalks**
 - Ratings on Hazardous sidewalk and Tree issues in Residential areas
 - Permit inspection on tree removals
 - Design sidewalk replacements around city owned trees
 - Supervised tree preservation contracts
 - Tree root excavation and removal inspections
 - Concrete sidewalk activities and permit inspections



Evan Dilluvio
ED Arborists and Foresters
976 Old School House Road, Blairstown, NJ 07825
908-619-2087
dilluvioevan@gmail.com

Price for Professional Services

License Tree Expert

RFQ Township of West Orange

- **Hourly Rate: \$80.00**
- **Mileage within Township of West Orange while on duty:
(Current IRS Federal Rate per Mile)**

Division of Revenue & Enterprise Services Central Forms Repository & Payment Collection System

- Main Menu
- Help

Translate this Page Select Language Translation Disclaimer

View My Submissions

Submitted Date from: 5/11/2022 Submitted Date to:

Form Type: ALL Search Reset

My Submissions

View Submission					
Original Form	Approved Form	Required Action	Submission ID	Form Type	Submission Status
View	View Certificate	None	127139	Initial AA302	Submission approved
				Payment	Data Added
				Approved	5/20/2022 9:39 PM

Dear Business Representative,

Thank you for your recent filing with the State of New Jersey. Following is a confirmation of your fee payment, please print a copy for your records.

Payment Type: Credit card transaction charge on 5/20/2022 9:39:30 PM

Submission ID:	127139
Payment Transaction ID:	232866
Effective Date:	05/20/2022
Paid Amount:	\$150.00
Convenience Fee:	\$3.50
Total Paid Amount:	\$153.50
Confirmation Number:	e13fa5e7-aded-442b-83f7-35e985ac5427
Form Name:	Initial AA302
Form Description:	Employee Information Report (AA302 Initial)

Please allow at least one (1) business day for your payment to post to your account.

View Employee Information Report (AA302 Initial Form)

Section A - Company Identification

1. FID Number or SSN: 146784792 2. Type of Business: SERVICE 3. Total NO. Employees in the Entire Company: 1

4. Company Name: ED Arborists Foresters

5. Street: 976 Old School House Road City: Blairstown County: SUSSEX
State: NJ Zip Code: 07825

6. Name of Parent or Affiliated Company (if none, so indicate):
City: State: Zip Code:

7. Company Type: Single-Establishment 8. State the Number of Establishments in NJ location: 0

9. Total Number of employees at establishment which has been awarded the contract: 1

10. Public Agency Awarding Contract: Monmouth County Parks City: Lincroft
County: MONMOUTH State: NJ Zip Code: 07738

Section B - Employment Data

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories.

Job Categories	MALE Black	MALE Hispanic	MALE Amer. Indian	MALE Asian	MALE Non-MIN	MALE 2 or More Races	MALE TOTAL
Officials / Managers	0	0	0	0	1	0	1
Professionals	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0
Temporary & Part-Time Employees	0	0	0	0	0	0	0
TOTAL	0	0	0	0	1	0	1

TOTAL MALE COUNT: 1

Job Categories	FEMALE Black	FEMALE Hispanic	FEMALE Amer. Indian	FEMALE Asian	FEMALE Non-MIN	FEMALE 2 or More Races	FEMALE TOTAL
Officials / Managers	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0
Temporary & Part-Time Employees	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0

TOTAL FEMALE COUNT: 0

12. How Was Information as to Race or Ethnic Group in Section B Obtained: Other

13. Date of Payroll Period Used From: 5/2/2022 To: 5/9/2022

Section C - Personal Identification

14. Contact Name: Evan Dilluvio 15. Title: Owner 16. Contact Email: dilluvioevan@gmail.com



EVANDIL-01

MCRUZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RPM Insurance Agency
201 Edward Curry Ave
Suite 202
Staten Island, NY 10314

CONTACT NAME: House - RPM RPM Insurance Agency

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: none@acrisure.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Underwriters Insurance Company

30104

INSURER B: Sentinel Insurance Company, Ltd

11000

INSURER C: Lloyd's

524210

INSURER D:

INSURER E:

INSURER F:

INSURED

Evan Dilluvio Tree Consulting
976 Old School House Rd.
Blairstown, NJ 07825

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			10SBMAS1AVC	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10WECAS1AWH	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabli			ANE5131222	6/1/2022	6/1/2023	Aggregate \$ 1,000,000

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

CERTIFICATE HOLDER

Town of Morristown
200 South Street, PO Box 914
Office of Mayor/Administrator
Morristown, NJ 07963

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

PROGRESSIVE
COMMERCIAL

Policy number: 958488296

Underwritten by:
Drive New Jersey Insurance Company
NAIC Number: 11410
May 27, 2022
Page 1 of 1

Certificate of Insurance

Certificate Holder

Evan Dilluvio
976 Old School House Road
Blairstown, NJ 07825

Insured

Evan Dilluvio
Kara Venella
976 OLD SCHOOL HOUSE ROAD
BLAIRSTOWN, NJ 07825

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Jun 6, 2022

Policy Expiration Date: Jun 6, 2023

Insurance coverage(s)

Limits

Bodily Injury/Property Damage	\$500,000 Combined Single Limit
Uninsured/Underinsured BI	\$500,000 Combined Single Limit
Uninsured/Underinsured PD	(included in combined single limit w/\$500 Ded)

Description of Location/Vehicles/Special Items

Scheduled autos only

2016 TOYOTA PRIUS C JTDKDTB38G1128884	
Medical Expense	\$15,000
Extended Medical Payments	\$1,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

DILLUVIO, EVAN W

ADDRESS:

345 ZION ROAD
HILLSBOROUGH NJ 08844

EFFECTIVE DATE:

03/01/07

TRADE NAME:

TREE CONSULTING ARBORICULTURE

SEQUENCE NUMBER:

1303880

ISSUANCE DATE:

02/20/07

James J. Guarnone

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**State of New Jersey
Board of Tree Experts**

Tree Expert and Tree Care Operator Licensing Act

This Certifies That

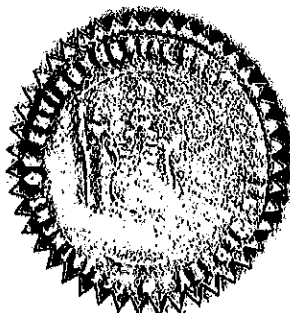
EVAN W DILLUVIO

LTE #504

*In Accordance With The Provisions Of Chapter 237, P.L. 2009, Has Been Duly
Examined Or Accepted In Reciprocity And Licensed To Practice As A*

Licensed Tree Expert

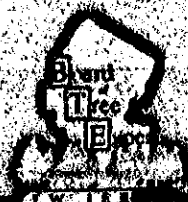
**Licensed No. #291296
December 31, 2023
Expiration Date**



**In Witness Whereof, I have
hereunto caused the Seal of
the State of New Jersey to be
affixed. Steve M. Chisholm,
President Board of Tree
Experts**

This certificate may not be transferred or assigned and may be revoked or suspended for cause by the Board of Tree Experts

**Board of
Tree Experts**



**State of
New Jersey**

Hereby Certifies the Goodstanding of

Evan W Dilluvio

License No. **291296**

Reg No. **LTE 504**

**As A
Licensed Tree Expert**

Expires:

12/31/23

RESOLUTION

Contract award to Thor Guard, Inc to provide One (1) Lighting prediction and warning system for Stagg Field and Rock Spring Golf Course

WHEREAS, the Township of West Orange issued a bid to provide One (1) Lighting prediction and warning system for Stagg Field and Rock Spring Golf Course or approved equal; and

WHEREAS, the Township advertised said bid on August 30, 2022 pursuant to the Local Public Contract Law (N.J.S.A. 40A:11-23) and did receive one submission on the date and time advertised; and

WHEREAS, the bid received from Thor Guard Inc. was reviewed by the West Orange Recreation Department and the Purchasing Agent which found said bidder to be responsible and responsive to the Township's specifications and cost allowance with no exceptions, please see exhibit "A"; and

NOW LET IT BE RESOLVED, by the Council of the Township of West Orange that the award of contract in the total amount of \$48,790.00 go to Thor Guard Inc. located 1193 Sawgrass Corp Pkwy, Sunrise, Florida 33323 to furnish and deliver said equipment.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to arrange to pay by purchase order in accordance with the terms of the specifications and from funds certified available by the Chief Financial Officer.

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

Susan McCartney, Council President

Adopted: October 25, 2022

I hereby certify funds are available from:

Account # 03-2661-21-0400-120 \$790.00
Account # 03-2661-21-0400-170 \$48,000.00

John O. Gross, Chief Financial Officer

EXHIBIT A



Integrated Lightning Prediction and Warning System

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

10

Request for Bids

One (1) lighting prediction and warning system for Stagg Field and Rock Spring Golf Club

Bid Submission Date:
Thursday, September 15, 2022

11:00 A.M.
Prevailing Time



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

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

Request for Bids

One (1) lighting prediction and warning system for Stagg Field and Rock Spring Golf Club

Bid Submission Date:
Thursday, September 15, 2022

11:00 A.M.
Prevailing Time



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

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Scope of Work/ Specifications	7-9
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Checklist	22

ADVERTISEMENT

NOTICE TO BIDDERS

The Township of West Orange, County of Essex, State of New Jersey is seeking bids from companies for the following goods and/or services:

Lighting prediction and warning system for Stagg Field and Rock Spring Golf Club

Bid forms may be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. M-F, online at www.westorange.org, or a request can be emailed to: preynolds@westorange.org.

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Township of West Orange, Attn: Purchasing Dept. will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052 by **Thursday September 15, 2022 at 11:00 a.m.** and will be publicly opened and read at that time in the Council Chambers on the same day. No bids received after that time will be considered.

Bidders are required to comply with the Affirmative Action pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.3 and NJ Business Registration Certification pursuant to P.L. 2004 c.57. The Township Council reserves the right to reject any or all proposals submitted and also to increase or diminish any or all of the quantities which in their judgment be necessary.

Panayiota Reynolds
Purchasing Agent

GENERAL INSTRUCTIONS TO BIDDERS

1. The Township of West Orange reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township of West Orange to do so.
2. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
3. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of West Orange against any damage for payment for the use of any patented material process, article or devise that may enter into manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Township of West Orange from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.
4. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of West Orange when required.
5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of West Orange and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
6. Each bid must be signed in ink by the person authorized to do so.
7. Bidders must use the proposal form furnished by the Township of West Orange when submitting their bid, if applicable.
8. Non-Collusion Affidavit must be completed and included with bid.
9. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor. F.O.B. destination and placement at locations specified by the Township of West Orange. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
10. **Equipment must be available for delivery and installation within 30 days of award.**
11. Payments will be made upon the approval of vouchers with the requirements of the Township of West Orange and subject to the Township of West Oranges customary procedures.
12. Contract will be awarded on a (Line Item) or (Lump Sum) basis, if applicable.

13. Award will be made by Township of West Orange within sixty (60) days after receipt of bids.
14. Prevailing Wage & Labor Laws. The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be complied with by the successful bidder in construction contracts.
15. The Township of West Orange is exempt from any State sales tax or Federal excise tax.
16. The contract, if applicable, shall be in effect for one (1) year from date of award unless otherwise stated. Continuation of the terms of this contract beyond December 31 is contingent on availability of funds in the following year's Budget and in the event of unavailability of such funds; the Township of West Orange reserves the right to cancel this contract.
17. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.
18. Mandatory: Bidder shall provide copy of their Business Registration Certificate. In addition, Contractors providing services for regarding construction or repair of a public building must provide copy of Public Works Contractor Registration Certificate.
19. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least Seven (7) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.
20. Mandatory: Bidder shall submit Disclosure of Ownership Form stating the names and addresses of all stockholders in the corporation or partners in the partnership, who own a 10% or more of its stock, or any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be.
21. Pay to Play – Notice of Disclosure Requirement- P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A-20.27)
 - a. Any business entity that received \$50,000.00 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instruction and form are available on ELEC website.
 - b. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
 - c. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us
 - d. If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) toll free NJ or 609-292-8700.

- e. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office
22. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

SPECIFICATIONS

It is the intent of this specification to provide for the purchase and installation of one (1) lightning prediction and warning system for Stagg Field and Rock Spring Golf Club. The product shall feature technology that measures the changes and shifts in the earth's electrostatic atmosphere, provide audible warning and safe return to play notifications through the use of integrated air horn clusters. The product shall also provide visual warnings of danger through the use of strobe lights and have the ability to communicate warnings to multiple alarm stations through the RF frequencies or better.

The following specification is based upon a Thorguard TG360 system. The Township's Recreation Department has evaluated different types of lightning prediction systems and has determined that this product is best suited for the Township's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all lightning prediction systems bid will be compared.

In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the product which best serves the interests of the Township when cost, product, safety, quality and delivery are considered. The Township of West Orange reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements.

LOCATION OF INSTALLATION AND EQUIPMENT NEEDED

- Rock Spring Golf Course: 90 Rock Spring Road, West Orange, NJ 07052

One (1) Notification Unit

- Stagg Field: 385 St. Cloud Avenue, West Orange, NJ 07052

One (1) Control Unit and Notification Unit

EQUIVALENT PRODUCT

Bids will be accepted for consideration on any make or model that is equal or superior to the lightning prediction system specified. Decisions of equivalency will be at the sole interpretation of the Township of West Orange's Recreation Department. A blanket statement that equipment proposed will meet all

requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review.

If a bidder proposes equipment that varies from the equipment specified, the bidder must provide, deliver, and retrieve a demonstrator unit similar to the one proposed at no cost to the Township within thirty (30) days of the bid opening for an evaluation period of no less than five (5) business days.

INTERPRETATIONS

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Township Purchasing Agent. Based upon such inquiry, the Township may choose to issue an Addendum in accordance with NJSA 40A:11-23.

GENERAL

This specification states the minimum requirements of the Township. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Township will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the Township to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

1. LIGHTNING PREDICTION SYSTEM

	YES	NO
1.1 Uses electrostatic atmospheric analysis for prediction	<u>X</u>	<u> </u>
1.2 System also detects lightning strikes including distance and direction	<u>X</u>	<u> </u>
1.3 Site specific storm data used for prediction and data retrained	<u>X</u>	<u> </u>
1.4 Generates an emergency notification system	<u>X</u>	<u> </u>

1.5 Provides heat index alerts	<u>X</u>	<u> </u>
1.6 Provide site's wind speed and direction, temperature, humidity, dew point and rainfall measurements	<u>X</u>	<u> </u>
1.7 Minimum 3 Year warranty on assembly unit	<u>X</u>	<u> </u>
1.8 Installation of units and services included	<u>X</u>	<u> </u>

2. WARNING SYSTEM

	YES	NO
2.1 Notifications communicated through the use of air horns	<u>X</u>	<u> </u>
2.2 Notifications visually communicated through strobe lights	<u>X</u>	<u> </u>
2.3 Able to communicate to multiple stations via RF system	<u>X</u>	<u> </u>
2.4 Minimum 2 year warranty on the product		

3. MANUALS

3.1 A parts manual shall be provided	<u>X</u>	<u> </u>
3.2 An operation and maintenance manual shall be provided	<u>X</u>	<u> </u>
3.3 All manuals shall be originals; photocopies are not acceptable	<u>X</u>	<u> </u>

4. EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

N/A

Business Registration Certification and Public Works Contractor Registration Certification

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

Contractors are responsible for notifying subcontractors.

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

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

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

(continued)

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

REQUIRED EVIDENCE

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

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

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

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

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

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

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes ☒ (If yes, submit a copy of such approval.) *As per GSA contract ; SAM registration* No ☐
2. Do you have a State Certificate of Employee Information Report approval?
Yes ☐ (If yes, submit a copy of such approval.) *We have NO NJ employees* No ☒

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

COMPANY: THOR GUARD, INC NAME: Jason Wolk

SIGNATURE: [Signature] TITLE: Director of Finance

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: THOR GUARD, INC.
Trade Name:
Address: 1193 SAWGRASS CORPORATE PARKWAY
SUNRISE, FL 33323-2847
Certificate Number: 1122230
Effective Date: January 25, 2005
Date of Issuance: July 28, 2021

For Office Use Only:

20210728153134089

AFFIDAVIT OF NON-COLLUSION

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

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

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

Date: September 13th, 2022

(Signature)

Jason Wolk

(Name and Title)

THOR GUARD, INC

(Company Name)

1193 SAWGRASS CORP PKWY

(Address)

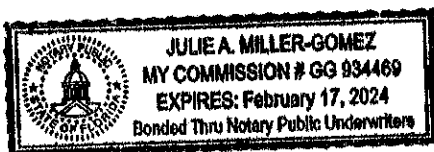
SUNRISE, FL. 33323

(Corporate Seal)

Subscribed and sworn to before me

this 13th day of September, 2022

Notary Seal



STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

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

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW

Name: Peter L. Townsend

Home Address: 105 Harbor Way

Hobe Sound, FL 33455

Stockholders

Name: Robert M. Dugan

Home Address: 1821 Canby Court

Marco Island, FL. 34145

Name: _____

Home Address: _____

Name: _____

Home Address: _____

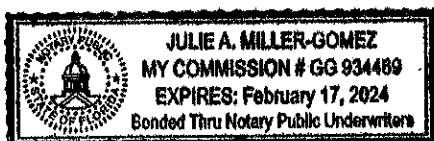
[Signature]
Owner or Representative Signature

Jason Wolk
Print Name & Title

NOTARY PUBLIC

Sworn before me this 13th day of September 20 22.

[Signature]



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: THOR GUARD, INC

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

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

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

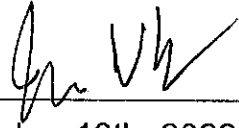
In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey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

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

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

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

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

Full Name (Print): Jason Wolk Signature: 
Title: Director of Finance Date: September 13th, 2022

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

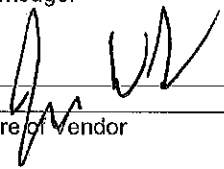
The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

I acknowledge:



Signature of Vendor

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

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.¹

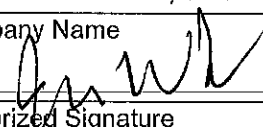
<u>Name of Individual/Entity Making Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient of Contribution</u>	<u>Date of Contribution</u>

If you have <u>NOT</u> made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE
	X

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

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

THOR GUARD, INC

 Company Name


 Authorized Signature
 Jason Wolk

 Printed Name
 September 13th, 2022

 Date

TOWNSHIP OF WEST ORANGE

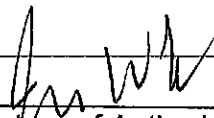
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☒ No addenda was received.

Acknowledged for: _____ THOR GUARD, INC
(Company Name)

By:  _____
(Signature of Authorized Representative)

Name: _____ Jason Wolk
(Print)

Title: _____ Director of Finance

Date: _____ September 13th, 2022

PROPOSAL FORM

TO: Township of West Orange

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein, and propose to furnish and deliver to the Township of West Orange the apparatus listed below.

One (1) lighting prediction and warning system for Stagg Field and Rock Spring Golf Club

- Rock Spring Golf Course: 90 Rock Spring Road, West Orange, NJ 07052

Notification Unit \$ 43,140.00

- Stagg Field: 385 St. Cloud Avenue, West Orange, NJ 07052

Control Unit and Notification Unit \$ 5,650.00

TOTAL PURCHASE PRICE: Total: \$ 48,790.00

(In Words) Forty Eight Thousand Seven Hundred Ninety and Zero Cents

SIGNED: 

BIDDER: THOR GUARD, INC

TITLE: DIRECTOR OF FINANCE

ADDRESS: 1193 Sawgrass Corp Pkwy

Sunrise, FL. 33323

DATE: September 13th, 2022

BIDDER'S CHECK LIST

	Check X
• Business Registration Certification	<u>X</u>
• Public Works Contractor Certificate	<u>X</u>
• Stockholders Disclosure Statement	<u>X</u>
• Affirmative Action Compliance Notice	<u>X</u>
• Iranian Disclosure Form	<u>X</u>
• Non Collusion Affidavit	<u>X</u>
• Proposal Form	<u> </u>
• Addenda Acknowledgment	<u>X</u>
• Township of West Orange Political Disclosure Statement	<u>X</u>
• AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability	<u>X</u>

**Please provide one additional copy of entire bid package
which can be on a USB Flash Stick/Drive.**

END OF BID

**Township of West Orange
Essex County, New Jersey**

**Resolution No. 273-22
October 25, 2022**

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Environmental Protection for a project to design and construct rain gardens to improve stormwater quality and reduce runoff through the NJ DEP Hudson Raritan Estuary Urban Rain Garden Grant Program.

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange desires to obtain a grant from the New Jersey Department of Environmental Protection in amount not to exceed \$300,000.

BE IT FURTHER RESOLVED that the Mayor and Council of the Township of West Orange formally approves the grant application for the above stated project and the Mayor and Clerk are hereby authorized to submit an electronic grant application to the New Jersey Department of Environmental Protection on behalf of the Township of West Orange.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of West Orange and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council
On this 25th day of October, 2022.

Karen J. Carnevale, RMC
Municipal Clerk

Robert D. Parisi, Mayor

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL

Karen J. Carnevale, RMC
Municipal Clerk

Susan McCartney
Council President

RESOLUTION

WHEREAS, on March 16, 2013, Borrower Karen Merzon (the “Borrower”) executed a Mortgage in the amount of \$35,000 (the (“Initial Mortgage”) to secure a loan through the Township of West Orange’s Housing Rehabilitation Program on the property located at 40 Edgewood Avenue, West Orange, New Jersey 07052 (the “Property”); and

WHEREAS, the Initial Mortgage was recorded on May 9, 2013 at Book: 12432, Page: 5608 with the Essex County Register of Deeds and Mortgages; and

WHEREAS, a Second Mortgage in the amount of \$35,000 was inadvertently recorded on May 31, 2013 at Book 12436, Page 9937 with the Essex County Register of Deeds and Mortgages; and

WHEREAS, the Township has prepared a Discharge of Mortgage to remove the inadvertently recorded Second Mortgage, annexed hereto as Exhibit “A” to be recorded to discharge the Second Mortgage; and

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute the Discharge of Mortgage, annexed hereto as Exhibit “A,” as to the Property; and be it further

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

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

Karen Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: October 25, 2022

DISCHARGE OF MORTGAGE

WHEREAS on March 16, 2013, Borrower Karen Merzon (the "Borrower") executed a Mortgage in the amount of \$35,000 (the ("Initial Mortgage")) to secure a loan through the Township of West Orange's Housing Rehabilitation Program on the property located at 40 Edgewood Avenue, West Orange, New Jersey 07052 (the "Property"); and

WHEREAS the Initial Mortgage was recorded on May 9, 2013 at Book: 12432, Page: 5608 with the Essex County Register of Deeds and Mortgages; and

WHEREAS a Second Mortgage in the amount of \$35,000 was inadvertently recorded on May 31, 2013 at Book 12436, Page 9937 with the Essex County Register of Deeds and Mortgages; and

WHEREAS the Township of West Orange (the "Township") seeks to remove the Second Mortgage which was inadvertently recorded; and

WHEREAS the Township seeks to continue and maintain the recording of the Initial Mortgage against the Property.

THEREFORE, the Township declares that:

1. The Second Mortgage recorded on May 31, 2013 at Book 12436, Page 9937 be and is hereby SATISFIED and DISCHARGED. It may now be discharged of record. This means that the Second Mortgage is now canceled and void.
2. The Initial Mortgage recorded on May 9, 2013 at Book: 12432, Page: 5608 shall remain in effect and in full force.

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON _____

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person): Mayor Robert D. Parisi

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to: Community Action Services PO Box 6025 East Brunswick, NJ 08816

Print Name/Stamp & Seal

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 2B:19-6(a), municipalities are authorized to enter into contracts with private collection agencies or firms for the collection of outstanding municipal court debt; and

WHEREAS, pursuant to Resolution No. 209-20, the Township entered into an agreement with RTR Financial Services, Inc. (“RTR”) for the private collection of municipal court debt (collectively, the “Agreement”), and

WHEREAS, the Agreement provided that the Agreement would be for a term of two (2) years, with an option to extend it for one (1) additional year; and

WHEREAS, the Township’s Municipal Court Administrator recommends extension of the Agreement, as RTR has adequately performed its duties, recovered monies on behalf of the Township; and

WHEREAS, RTR will continue to perform its duties under the Agreement at no cost to the Township;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor and Township Clerk are hereby authorized to execute and attest to, respectively, the Contract Extension annexed hereto as **Exhibit “A,”** between the Township of West Orange and RTR, for the Collection of Outstanding Municipal Court Debt (the “Contract Extension”); and it is further

RESOLVED, that the original of the Contract Extension between the Township and RTR shall be maintained in the Municipal Clerk's office.

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

Susan McCartney
Council President

Adopted: October 25, 2022

Exhibit “A”

**ONE-YEAR CONTRACT EXTENSION FOR THE
COLLECTION OF OUTSTANDING MUNICIPAL COURT
DEBT**

THIS AGREEMENT EXTENSION, effective on the 31st day of October 2022, is by and between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township," and RTR FINANCIAL SERVICES, INC a corporation of the State of New York having its principal offices at 2 Teleport Drive, Staten Island, New York 10311, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, pursuant to N.J.S.A. 2B:19-6(a), the Township is authorized to enter into contracts with a private collection agency or firm for the collection of outstanding municipal court debt; and

WHEREAS, pursuant to a competitive contracting process and Resolution No. 209-20, the Township entered into an agreement with Contractor for the private collection of municipal court debt (collectively, the "Agreement"), which Agreement became effective on November 1, 2020; and

WHEREAS, the Agreement provided that the Agreement would be for a term of two (2) years, with an option to extend it for one (1) additional year; and

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

1. The Township and Contractor agree that the term of the Agreement shall be extended for one (1) additional year.

2. The Commencement Date of this extension shall be November 1, 2022, and shall be valid for one (1) additional year, through and including October 31, 2023.

3. All other terms of the Agreement shall remain valid and binding.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
ROBERT D. PARISI,
MAYOR

ATTEST:

RTR FINANCIAL SERVICES, INC.

BY: 
ROBERT T. REILLY,
PRESIDENT

**FORM OF RESOLUTION REQUESTING APPROVAL OF
ITEMS OF REVENUE AND APPROPRIATION
NJS 40A:4-87**

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 was not determined at the time of the adoption of the budget; and

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

NOW, THEREFORE, BE IT RESOLVED, that 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 \$11,900.00, which is now available from “2022 TD Tree Days” in the amount of \$11,900.00.

BE IT FURTHER RESOLVED, that the like sum of \$11,900.00 is hereby appropriated under the caption “2022 TD Tree Days”; and

BE IT FURTHER RESOLVED that the above is the result of funds from TD Bank in the amount of \$11,900.00.

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

Susan McCartney
Council President

Adopted: October 25, 2022

RESOLUTION

WHEREAS, the State of New Jersey, Department of Community Affairs (the “DCA”) through the Division of Housing and Community Resources (the “Division”) operates the Low-Income Household Water Assistance Program (the “LIHWAP”), a federally funded program designed to help low-income households reduce the balances they have on their residential water and wastewater bills; and

WHEREAS, the Township of West Orange (the “Township”) provides residential water and wastewater services for its residents; and

WHEREAS, the Division requires the Township to execute: (i) a Vendor Agreement, annexed hereto as Exhibit “A;” and (ii) a Data Sharing and Non-Disclosure Agreement, annexed hereto as Exhibit “B” (collectively the “Agreements”) in order to participate in and obtain reimbursement through the LIHWAP.

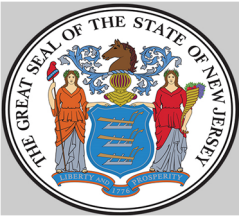
NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor and Township Clerk are hereby authorized to execute and attest to, respectively, the Agreements annexed hereto as Exhibit “A” and Exhibit “B” between the Township of West Orange and DCA to participate and obtain reimbursements through the LIHWAP.

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

Susan McCartney
Council President

Adopted: October 25, 2022

Exhibit “A”



New Jersey Department of Community Affairs
Division of Housing and Community Resources



Low Income Household Water Assistance Program (LIHWAP)
101 South Broad Street
Trenton, NJ 08625
LIHWAP@dca.nj.gov

CONTRACT FOR SERVICES
BETWEEN Low Income Household Water Assistance Program (LIHWAP)
NJ DEPARTMENT OF COMMUNITY AFFAIRS
AND
TOWNSHIP OF WEST ORANGE

This Vendor Contract is entered into by and between the State of New Jersey, Department of Community Affairs, Division of Housing and Community Resources under the following terms:

1. Definitions

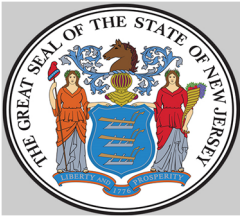
- a) Department means the New Jersey Department of Community Affairs.
- b) Division means the Division of Housing and Community Resources.
- c) LIHWAP means the Low-Income Household Water Assistance Program.
- d) LIHWAP payment includes home drinking water and wastewater benefits.
- e) Vendor means any private or public entity in the business of supplying water and/or wastewater related services to customers.
- f) LIHEAP means the Low-Income Home Energy Assistance Program.

2. The Division agrees to the following:

- a) To provide funds for LIHWAP.
- b) To assign a vendor number/business code to each Vendor after the contract is signed.
- c) To issue to a Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all LIHWAP eligible households. A payment register shall precede the check or ACH deposit. The register includes the name of the LIHWAP applicant, the account name and number, the amount(s) to be applied to each customer, and the address and county of residence of the applicant.

3. The Vendor agrees to the following:

- a) To provide water and/or wastewater services to each eligible residential household in an amount equal to the LIHWAP payment received in the current program year.
- b) To charge LIHWAP eligible households using the Vendor's normal billing process.
- c) To charge all LIHWAP eligible households the price normally charged for home drinking water and/or wastewater supplied to non-eligible households.
- d) Not to discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale or discounts offered to other customers.
- e) To provide to the Division, upon request, with written reconciliation and confirmation that benefits have been credited appropriately to households and their services have been restored, if terminated, on a timely basis or disconnection status has been removed, if applicable.
- f) To apply LIHWAP payments identified in the payment schedule as directed by the Agency and/or Division.
- g) To post all payments to customer accounts within 3-5 business days upon receipt of payment register.
- h) To clearly enter on LIHWAP households' bill the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the New Jersey Low Income Household Water Assistance Program or LIHWAP.
- i) To restore water services upon receiving LIHWAP payment, whether or not the payment resolved the arrears in its entirety, and to maintain services for at least 180 days. For those customers whose LIHWAP payment did not resolve the arrears in its entirety, the vendor shall immediately enter into a Deferred Payment Agreement (DPA) for the remaining arrears.
- j) Not to charge late fees, interest and penalty charges on outstanding amounts not covered by LIHWAP benefits.
- k) To provide monthly statements to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- l) To send all refunds in compliance with LIHWAP Vendor refund policies no later than September 30, 2022.



- m) To comply with LIHWAP Vendor refund policies, maintain supporting fiscal records for five years, or such longer period as may be required pursuant to law, and provide records to Division representatives upon request.
- n) To fully cooperate with the Division's monitoring practices, including but not limited to, providing requested documentation within set time frames, as well as communicating with Division staff.
- o) To provide at no cost to the Department, Division, or its Agencies and the customer, written information on an applicant household's home drinking water and/or wastewater costs, arrearage history for no more than the previous 12 monthly billing periods.
- p) To comply with all New Jersey laws, regulation, or other requirements pertaining to the supply of home drinking water and/or wastewater services for residential use. In the event of any dispute between the Department, Division or its Agencies and the Vendor, New Jersey law shall govern and the venue for any legal action arising out of this contract shall be At the Department of Community Affairs, Division of Housing and Community Resources, 101 South Broad Street, Trenton, New Jersey.
- q) To provide, within a timely manner and at no cost to the Department, Division or its Agencies, information on household water and/or wastewater costs and usage for participants of LIHWAP at the Department's request for purposes of research, evaluation, and analysis.
- r) To report to the Department, Division or its Agencies situations that threaten life, health, or safety.
- s) To cooperate with the Department, Division and/or its Agencies in developing procedures to respond to immediate and potential emergencies, which includes the provision of household water and/or wastewater services based on the documented promise to pay using LIHWAP funds.
- t) To cooperate with the Agency in providing home drinking water and/or wastewater services to eligible households.
- u) To provide in writing to the Department, Division or its Agencies with business practice and contact information and to notify the Division of any changes.
- v) To comply with the terms of this contract for customers who have LIHWAP payments transferred from another Vendor.
- w) To notify the Department, Division, or its Agencies of mergers and/or acquisitions. Mergers and/or acquisitions may affect the company's policies and service areas. Submission of a new vendor contract may be required within ten business days, reflecting such policy and service area changes.
- x) To hold the Division harmless and to indemnify the Division, the Department, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of Vendor, or its agents, office, employees or subcontractor. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential, punitive damages, or lost profits.

4. Length of Contract

- a) This contract is in effect from the date it is executed until terminated as described in the 'Termination' section.

5. Termination

- a) This contract will terminate effective immediately at the discretion of the Department, Division or its Agencies, upon determination that the Vendor is not in compliance with the terms of this contract. The Vendor will be notified in writing within ten business days of termination.

6. Entire Contract

- a) It is understood and agreed that the entire contract between the parties is contained in this Vendor Contract.
- b) This contract supersedes all previous commitments, promises, representations, either oral or written, between the parties relating to the subject matter hereof.
- c) The person signing this contract, on behalf of the Vendor, certifies and attests that they have full and complete authority to bind the Vendor, on whose behalf they are executing this document.

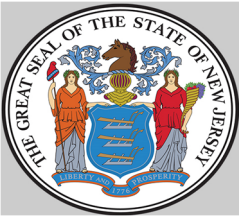
By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of a manual/handwritten signature. I further understand that I may print the document and sign by hand.

Township of West Orange Signature

Date (mm/dd/yyyy)

New Jersey LIHWAP Signature

Date (mm/dd/yyyy)



Low Income Household Water Assistance Program (LIHWAP) Vendor Refund Policy

1. Credit Balances - If no change occurs in the residence of the LIHWAP recipient and the recipient retains the same supplier with an active account, the credit balance of LIHWAP funds remains with the Vendor until exhausted.
2. Unclaimed Credit Balances - In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the customer, the balance of the funds is to be returned, by check, to the Division by the end of each program year (September 30). The returned check shall include all information listed in item number seven of this Refund Policy.
3. Move Within State and Change of Water and/or Wastewater Services Provider - If the LIHWAP recipient changes water and/or wastewater services providers or moves to another residence within the state and has a relationship with a new provider, the Vendor holding the credit balance of the LIHWAP payment(s) must transfer the balance to the new water and/or wastewater services provider (Vendor) or new account.
4. Move and No Relationship with Vendor - When a LIHWAP recipient moves his or her household and as a result the recipient has no direct relationship with a Vendor, any credit balance of LIHWAP payments is to be returned by check to the Division with the information listed in number seven of this Refund Policy.
5. Move Out of State - When a LIHWAP recipient moves out of New Jersey, any credit balance of LIHWAP payments shall be returned by check to the Division with the information listed in number seven of this Refund Policy.
6. Deceased Recipient - In the event a credit balance remains, and the account is closed, the credit balance will be refunded to the program no later than the end of the program year (September 30). Submit a check to the Division with the information listed in number seven of this Refund Policy.
7. Return Address for Refunds to the State of New Jersey - Mail refunds to:
NJ Department of Community Affairs
Division of Housing and Community Resources
Low-Income Household Water Assistance Program
ATTN: LIHWAP REFUND
101 South Broad Street (5th Floor)
Trenton, NJ 08625-0811

Refunds must include the following information: Customer name, Customer address, Date of LIHWAP payment to Vendor, Reason for the return.
8. Vendor Payments – All LIHWAP payments made to a Vendor shall be applied to current water and/or wastewater services costs. LIHWAP payments that exceed current costs shall be applied as credit to the customers' account. Credit balances shall be handled in accordance with the policies of this contract. Any balance remaining shall be credited to the customers' account.
9. Incorrect Payments – All Vendors are required to review the weekly payment register for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall contact the Division's Help Desk at LIHWAP@dca.nj.gov. Contact must occur within 30 days to correct the error. If payments are made in error, any corrections needed will be determined by the Division.

Exhibit “B”

DATA SHARING AGREEMENT
BETWEEN
THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS

AND

TOWNSHIP OF WEST ORANGE

I. PARTIES

This Data Sharing Agreement (“Agreement”) is made and entered into by and between the New Jersey Department of Community Affairs (“Department”) whose address is 101 South Broad Street, PO Box 800, Trenton, N.J. 08625-0037, and {Insert Utility Company} _____, serving as a participating vendor in the Low-Income Household Water Assistance Program (“LIHWAP”) (referred to as “Utility Company”), whose address is _____. When executed by the Parties, this Agreement shall become effective as of the date of the last signature set forth below.

II. PURPOSE

The purpose of this Agreement is to establish the terms by which the Department and the Utility Company, will share customer information. As a participating vendor, Utility Company is eligible to receive direct payment based on customer’s eligibility for the LIHWAP, the Temporary Assistance for Needy Families (“TANF”) and/or Food Stamp programs and any other program where the customer’s eligibility has already been determined by the Department, or through an eligibility determination process for those customers who are not currently participating in a program administered by the Department.

III. LEGAL AUTHORITY

The Consolidated Appropriation Act 2021 (P.L. 116-260, 2020) and the American Rescue Plan Act of 2021 (P.L. 117-2, 2020) provided the Department with funding to provide relief to assist low-income households with water and wastewater bills. As a result, the Department implemented the LIHWAP Program, to provide relief in the form of benefits directly to water and waste water utility companies. The Department entered into a Grant Implementation Plan that was submitted to the United States Department of Health and Human Services, Administrative for Children and Families, that allows it to receive necessary customer data from the participating Utility Company.

IV. RESPONSIBILITIES OF THE PARTIES

- A. **Warranties** The Parties make no warranty, either express or implied, regarding the accuracy, reliability, completeness, or suitability of the information for any particular purpose.
- B. **Access to Customer Data** This Agreement covers the Department and the Utility Companies sharing of customer data for the purpose of implementing the LIHWAP Program. Customer data is defined as the customer's name, mailing address, e-mail address, utility account numbers, phone number and amount owed ("Customer Data"). Neither Party is authorized to add to, amend, or delete information contained in the others Customer Data, in any manner whatsoever.
- C. **Information Provided** The Utility Company shall provide the Department with an up-to-date list on the 15th of every month of all Utility Company customers that are overdue on either their water or sewer bills in order to permit the Department to provide, by regular mail, to all such Utility Company customers notice of their possible eligibility to participate in the LIHWAP to assist in making outstanding payments for water and/or sewer bills.

A list of eligible Utility Company customers seeking to participate in the LIHWAP will be provided to the appropriate Utility Company and the named customers shall be enrolled in the LIHWAP on the 15th of every month.

- D. **Use of Information** The Department agrees to collect individual Customer Data through an encrypted email or similar secure process. The Department shall restrict access to the Customer Data received to employees or workforce that need the Customer Data to perform their official duties in connection with the purpose of this Agreement. Any Department employee or workforce who access, disclose or use the Customer Data in a manner or for a purpose not authorized by the Agreement may be subject to civil or criminal sanctions contained in applicable federal or state statutes. Customer Data shall be processed so as to protect the confidentiality of the data, and in such a way that unauthorized persons cannot retrieve such records by means of computer, remote terminal, or any other means. Customer Data obtained under this Agreement shall not be disclosed to any third parties, unless otherwise specified in this Agreement.

The Department will limit access to the individual customer data to only those employees or authorized representatives required to determine LIHWAP eligibility and to make LIHWAP payments, and who are otherwise bound by the confidentiality obligations contained herein.

The Utility Company agrees to limit access to the data to only those employees and officials who need it to perform their official duties in connection with the LIHWAP Program.

It is expressly understood and agreed by the Utility Company that no lists of LIHWAP recipients will be developed or maintained by any Utility Company and the identifying information contained on any LIHWAP check will be used solely for the purpose of applying the amount of the benefit to the recipient's water/sewer utility account.

E. **Confidentiality** The Utility Company understands and agrees that pursuant to statutes, regulations, and policies, certain information provided by the Department to the Utility Company is deemed confidential. The Utility Company understands and agrees that it is obligated to ensure that no confidential information shall be disclosed to any third party, except so as to effectuate the purpose as stated in this Agreement or as required by law.

- a. The Utility Company further agrees to maintain the same standard of confidentiality in accordance with 45 CFR 205:50(a) (2) (11); and
- b. To advise all Utility Company personnel who will have access to the data of the confidential nature of the information, the safeguards required, and the criminal and civil sanctions for non-compliance contained in Federal Statutes, such as Section 1106(a) of the Social Security Act, 5 U.S.C. 5522a(i), and Section 7217 of the Internal Revenue Code, and any other relevant State Statutes.

F. **Requests for Information** Any receipt by a Utility Company of a request under the Open Public Records Act, N.J.S.A. 47:1A-1 to -13 ("OPRA"), by subpoena or any other manner of request for any records of individual recipients of assistance from the Department, shall be provided by the Utility Company to the Department within 24 hours of receipt in order to allow the Department to timely assert any privilege associated with a Utility Company customer's participation in an assistance program.

F. **Liability** The Department assumes no liability for the improper or illegal use of information obtained from the Department and provided to the Utility Company.

The Utility Company assumes no liability for the improper or illegal use of information obtained from the Utility Company and provided to the Department.

H. **Compliance with Applicable Law** The Parties agree that in the performance of this Agreement they shall comply with all applicable State, and Federal laws and regulations, including, but not limited to, laws and regulations which address the confidentiality of the records/data and information contained in the Parties files.

I. **Parties' Representatives** The Department's representative is _____, or the duly appointed successor. The Department representatives are authorized to receive correspondence, including notices referenced in this Agreement and/or otherwise pertaining to its subject matter. However, notifications as to data breaches or incidents shall be communicated as set forth in Subsection V of this Agreement.

The Utility Company's representative is _____.
The Department and the Utility Company's representatives may agree to designate specific employee(s) as a contact person responsible to produce/receive the customer information.

V. DATA BREACH OR INCIDENT NOTIFICATION

- A. The Parties agree to immediately, by telephone and email, notify the other Party upon the discovery of: a data breach or incident (suspected or actual) related to the Customer Data or participation in the LIHWAP Program, or a data breach or incident (suspected or actual) of a program having confidential Customer Data that has resulted in the disclosure of confidential Customer Data.

Each Party reserves the right to conduct an assessment of and/or bring in a third party to work with the Utility Company or Department on any incident (suspected or actual), data breach, intrusion, loss or unauthorized use or disclosure of the Customer Data in violation of this Agreement.

The Utility Company shall submit such notification to the Department of Community Affairs at _____. The Department shall submit such notification to the Utility Company at _____.

- B. Ensure that the initial notification includes contact and component information; a description of the incident and/or data breach, loss with scope, numbers of files or records, type of equipment or media, approximate time and location of incident and/or data breach or loss; description of how the data was physically stored, contained, or packaged (e.g., password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the incident and to protect the operating environment.
- D. Investigate the incident (suspected or actual) and produce a written incident report within two (2) business days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed customer information; a description of where the customer information and their participation in the LIHWAP is believed to have been improperly transmitted, sent, or used; a description of the probable cause of the incident; a detailed corrective action plan including measures that were taken to halt and/or contain the incident. The Utility Company shall submit the incident report to the Department of Community Affairs at _____. The Department shall submit the incident report to the Utility Company at _____.

The Party suffering from the breach will notify individuals of the incident (suspected or actual), data breach or unauthorized use or disclosure of the customer's participation in the LIHWAP Program, when applicable state or federal law requires notification. The Utility

Company shall obtain the approval of the: Department of Community Affairs, Information Technology, John Harrison, John.Harrison@dca.nj.gov, for the time, manner and content of any such required notifications. The Department shall obtain the approval of the Utility Company _____. The Party that has experienced a breach shall be responsible for the cost of such notification to the extent that such data breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of the Party. To the extent, such data breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of the Party who experienced the breach that Party shall be responsible for notifying individuals and shall be responsible for any costs of notification. If there is any question as to whether the Department or the Utility Company is responsible for an incident, data breach or unauthorized use or disclosure of the customer information, the breached Party shall issue a notice and Utility Company and the Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

- E. In the case of an incident, data breach, theft, unauthorized use, disclosure, or crime related to the Customer Data maintained by either Party or the information contained therein, the Parties reserve the right to involve state and/or federal law enforcement officials in a data breach investigation, and/or involve a third party, including but not limited to specialists or subject matter experts, to help or conduct an independent investigation of any data breach or incident. The Parties agree to fully cooperate with any assessment or investigation related to a data breach or incident. In cases where notification to the other Party may compromise an ongoing assessment or criminal investigation of a data breach or incident, the Parties reserve the right to NOT provide notice. However, to the extent where such notice would not compromise an ongoing assessment or criminal investigation of an incident, data breach, theft, unauthorized use, disclosure, or crime related to the Customer Data, including their participation in the LIHWAP Program maintained by either Party, the investigating Party will provide written notice to the other Party regarding the existence of said assessment or criminal investigation.

V. **MISCELLANEOUS**

- A. **Termination** This Agreement shall remain in effect until terminated as follows:
- Unilaterally and immediately by the Department for any reason, upon 14-days' written notice to the Utility Company;
 - Unilaterally and immediately by the Utility Company, for any reason, upon 14-days' written notice to the Department; and
 - Mutually upon written agreement of the Department and the Utility Company, at any time.
- B. **Subject to the Availability of Funding** The Department's obligations under this Agreement are subject to appropriations and the availability of funds. A failure by the

Department to make any payment required by this Agreement or to observe and perform any condition on its part to be performed under this Agreement as a result of the failure of the Legislature to appropriate necessary funds shall not in any manner constitute a breach or default by the Department and the Department shall not be held liable in any manner whatsoever because of the absence of available funding.

- C. **Amendment/Waiver** This Agreement cannot be amended, modified, or revised unless done so in writing signed by the Parties. No provision may be waived, except in a writing signed by the Parties. The failure of a Party to enforce any provision of this Agreement, or to require performance by the other Party, will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.
- D. **Assignment** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. No permitted assignment shall relieve a Party of any of its responsibilities under this Agreement. Any assignment in violation of this Section shall be void. This Agreement shall be binding upon the Parties and their respective successors and assigns.
- E. **Third Party Beneficiary Rights** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to their benefit. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under its terms. The parties intend and expressly agree that only they shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance of, or failure to perform, in accordance with any term or condition of this Agreement, or to bring an action for the data breach of this Agreement.
- F. **Entirety of Agreement** This Agreement, including any amendment executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all terms and conditions. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties hereto, whether written or oral.
- G. **Governing Law** This Agreement shall be governed by the law of the State of New Jersey.
- H. **Unenforceability and Severability** If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- I. **Indemnification Obligations of the Parties**

The Department. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, the Department shall, at its own expense, be responsible for and

defend itself against any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Department, its employees, representatives, agents, independent contractors or invitees, related to this Agreement.

AND

The Utility Company. The Utility Company shall, at its own expense, be responsible for and defend itself against any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the employees, representatives, agents, independent contractors or invitees of the Utility Company and/or its Represented Agencies, related to this Agreement.

J. **Section Headings** Section Headings that appear in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

IN WITNESS WHEREOF, the terms of this Agreement have been read and understood by the persons whose signatures appear below, the parties have executed this Agreement.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Dated: _____

TOWNSHIP OF WEST ORANGE

By: _____

Dated: _____

R E S O L U T I O N

WHEREAS, The Township's Department of Public Works and Engineering Division requested proposals for professional land surveying services from five firms and only Suburban Consulting Engineers, Inc., 96 US Highway 206, Suite 101, Flanders, NJ 07836 responded to the request on June 13, 2022, in the amount of \$16,250.00; and

WHEREAS, the expenditure for this work under this contract was below the \$17,500.00 threshold for professional services in accordance with N.J.S.A 19:44-20.14 (as amended by P.L. 2005, Ch. 51); and

WHEREAS, supplemental funds are needed to prepare additional cross section data need it for use in the hydraulic and hydrologic analysis; and

WHEREAS, the Municipal Engineer by letter dated October 17, 2022 recommends additional funding in the amount of \$2,500.00 to complete the work; 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 additional expenditure for professional services contract Tributary to Wigwam Brook Additional Services with Suburban Consulting Engineers, Inc., 96 US Highway 206, Suite 101, Flanders, NJ 07836 in the amount of \$2,500.00 increase in the original contract amount in accordance with their proposal dated October 7, 2022 is hereby approved bringing the adjusted contract amount to \$18,750.00

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

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: October 25, 2022

I hereby certify funds are available

ACCT NO. 03 2661 21 0500 170
2021 Capital Budget
Streets Roads and Sewers-Drainage Improv.
\$2,500.00

John Gross, Chief Financial Officer



October 7, 2022
Contract Amendment

Via Electronic Mail (zcarballo@westorange.org)

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

Attn.: Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Assistant Municipal Engineer

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Land Surveying Services
Wigwam Brook Tributary Stream Analysis
Additional Cross Section Data
Our File No.: Proposal SCE-P13055.011- Contract Amendment #1

Dear Ms. Carballo:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following contract amendment to the Township of West Orange (Township) for additional survey services associated with the Wigwam Brook Tributary Stream Analysis, located in the Township of West Orange, County of Essex, State of New Jersey.

Scope of Services

SCE will prepare detailed channel section views for use in a HEC-RAS analysis. The section views will show the elevation profiles for the stream bank, bottom of the bridge deck and top of parapet/railings (where applicable) as well as the projection of the crown of the road. Seven (7) total section views will be created, two (2) each at the upstream and downstream faces of the culvert under Bloomfield Way, the bridge at the #10 Bloomfield Way driveway and the bridge at the #8 Bloomfield Way driveway, as well as the culvert where the Wigwam Brook Tributary flows into the 42-inch diameter pipe. Stationing along the stream centerline alignment will also be denoted for each section view. The geometry of each section view will be annotated, including widths, heights and pipe diameters. Spot elevations will be included as necessary.

Any obstructions or features immediately adjacent to or underneath said bridges and culverts such as wing walls, trash racks, piers, and parapets will also be graphically shown and located with stationing and offset. The location of each section view will be denoted by stationing and offsets along the stream centerline.



Fee Proposal

SCE proposes to provide the above referenced scope of services for a **Lump Sum Fee of \$2,500**. Invoicing for this project will remain in accordance with our current contract.

General Conditions of Services

All additional services will be provided in accordance with our prevailing contract and terms and conditions set forth in the Original Agreement and Original General Conditions of Service between SCE and the Client for this project.

If this contract amendment meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this contract amendment are valid for thirty (30) days from the date of this correspondence. Please note that all terms, conditions, billing schedule and fee structures will remain in accordance with our current contract to date. If you have any questions regarding this contract amendment, please do not hesitate to contact our office.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Joseph D. Phil, PLS, PP, Assistant Corporate Secretary
Principal/Land Survey Department Manager

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

RESOLUTION

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2021 has been filed by a registered municipal accountant with the Municipal Clerk as per the requirements of N.J.S. 40A; 5-5, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments

Recommendations

And

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments

Recommendations

as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolutions of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office.

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Township of West Orange, hereby states that it has complied with the promulgations of Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I hereby certify that this is a true copy of the resolution passed at the meeting held on **October 25, 2022**.

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

Susan McCartney
Council President

Adopted: October 25, 2022

279-22
October 25, 2022

**GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY**

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

We, members of the governing body of the Township of West Orange, County of Essex, of full age, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of West Orange.
2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Municipal Clerk pursuant to the N.J.S.A. 40A:5-6 for the year **2021**.
3. We certify that we have personally reviewed and are familiar with, at a minimum the sections of the Annual Report of Audit entitled:

GENERAL COMMENTS
RECOMMENDATIONS

Council President Susan McCartney (L.S.)

Councilwoman Michelle Casalino (L.S.)

Councilwoman Cindy Matute-Brown (L.S.)

Councilwoman Tammy Williams (L.S.)

Councilman Bill Rutherford (L.S.)

Sworn to and subscribed before me this 25th day of October, 2022.

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

The Municipal Clerk shall set forth the reason for the absence of signature of any member of the Governing Body

Summary of 2021 audit report of the Township of West Orange
as required by N.J.S. 40A:5-7

Recommendations
December 31, 2021

No findings.

The attached summary was prepared from the Report of Audit of the Township of West Orange, County of Essex for the year 2021, filed by David J. Gannon, Registered Municipal Accountant of the firm of PKF O'Connor Davies, LLP and is published in compliance with N.J.S.A. 40A:5-7. The Report is on file at the Township Clerk's Office and may be inspected by any interested person.

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

**TOWNSHIP OF WEST ORANGE
SWIMMING POOL UTILITY FUND**

279-22

**STATEMENT OF OPERATIONS
AND CHANGES IN FUND BALANCE
REGULATORY BASIS
YEARS ENDED DECEMBER 31, 2020 AND 2019**

	<u>2021</u>	<u>2020</u>
REVENUE AND OTHER INCOME:		
Fund Balance Utilized	\$ 41,932.07	\$ 13,052.87
Membership Fees	289,820.00	159,155.00
Miscellaneous Revenue Anticipated	26,950.01	34,162.00
Current Fund Surplus	30,265.99	
Other Credits to Income:		
Appropriation Reserves Lapsed	37,709.78	185.39
TOTAL REVENUE AND OTHER INCOME	<u>426,677.85</u>	<u>206,555.26</u>
EXPENDITURES:		
Budgeted Appropriations:		
Salaries and Wages	205,712.00	205,459.14
Other Expenses	118,325.00	118,325.00
Statutory Expenditures	17,478.73	17,478.73
TOTAL EXPENDITURES	<u>341,515.73</u>	<u>341,262.87</u>
DEFICIT OF REVENUE UNDER EXPENDITURES	85,162.12	(134,707.61)
ADJUSTMENT TO INCOME BEFORE FUND BALANCE:		
Expenditures Included above which are by Statute		
Deferred Charges to Budget of Succeeding Year	<u>-</u>	<u>134,893.00</u>
STATUTORY EXCESS TO FUND BALANCE	85,162.12	185.39
FUND BALANCE, BEGINNING OF YEAR	<u>41,932.07</u>	<u>54,799.55</u>
	127,094.19	54,984.94
UTILIZED AS ANTICIPATED REVENUE IN POOL UTILITY	<u>41,932.07</u>	<u>13,052.87</u>
FUND BALANCE, END OF YEAR	<u><u>\$ 85,162.12</u></u>	<u><u>\$ 41,932.07</u></u>

SUMMARY OR SYNOPSIS OF AUDIT FOR PUBLICATION

279-22

Synopsis of Audit Report of the Township of West Orange as required by N.J.S. 40A:5-7

ASSETS	DECEMBER 31,	
	<u>2021</u>	<u>2020</u>
Cash and Investments	\$ 54,100,683.30	\$ 43,610,406.62
Taxes, Assessments, Liens and Utility Charges Receivable	4,840,547.15	6,702,536.92
Property Acquired for Taxes at Assessed Value	1,652,465.00	1,652,465.00
Accounts Receivable and Inventories	1,163,717.34	1,132,876.40
Grant Receivable	12,820,237.40	5,255,239.64
Interfunds Receivable	2,363,610.48	1,217,073.42
Deferred Charges to Future Taxation	148,079,746.62	110,759,683.67
Fixed Assets	71,935,990.32	67,079,563.81
Total Assets	<u>\$ 296,956,997.61</u>	<u>\$ 237,409,845.48</u>
 <u>LIABILITIES, RESERVES & FUND BALANCE</u>		
Bonds and Notes Payable	\$ 113,026,136.00	85,049,431.00
Loan Payable	1,656,895.51	1,968,332.56
Improvement Authorizations	61,403,592.55	31,164,113.77
Other Cash Liabilities	34,436,241.00	35,683,019.37
Interfunds Payable	2,363,610.48	1,217,073.42
Amortization of Debt for Fixed Capital		
Acquired or Authorized	523,433.15	523,433.15
Reserve for Certain Assets Receivable	5,066,178.38	6,396,269.64
Investment in Fixed Assets	71,935,990.32	67,079,563.81
Fund Balance	6,544,920.22	8,328,608.76
Total Liabilities,Reserves & Fund Balance	<u>\$ 296,956,997.61</u>	<u>\$ 237,409,845.48</u>

**TOWNSHIP OF WEST ORANGE
CURRENT FUND**

**STATEMENTS OF OPERATIONS AND CHANGES IN FUND BALANCE
REGULATORY BASIS
YEARS ENDED DECEMBER 31, 2020 AND 2019**

	279-22	
	<u>2021</u>	<u>2020</u>
REVENUE AND OTHER INCOME:		
Fund Balance Utilized	\$ 4,276,678.57	\$ 2,402,754.05
Miscellaneous Anticipated Revenue	24,884,536.19	23,364,864.43
Receipts from Delinquent Taxes	3,781,718.68	2,692,213.56
Receipts from Current Taxes	239,409,022.46	236,121,420.83
Non-Budget Revenues	849,292.74	759,904.18
Other Credit to Income:		
Cancellation of Tax Title Lien Premiums Payable		297,548.37
Appropriation Reserves Lapsed	107,254.48	764,627.79
TOTAL REVENUE AND OTHER INCOME	273,308,503.12	266,403,333.21
EXPENDITURES:		
Budgeted and Emergency Appropriations	91,962,032.37	86,698,195.67
Reserve for Due from Lien Holders	198,395.38	28,629.73
Open Space Trust	278,603.52	278,950.33
Special Improvement District Assessment	98,272.87	90,120.23
Reserve for Special Emergency Debt		153,613.05
Local District School Tax	147,900,958.00	145,129,113.00
County Taxes	32,058,225.86	31,828,477.43
PILOT Payment - Due County		190,439.87
Interfunds Advanced		25,107.00
TOTAL EXPENDITURES	272,496,488.00	264,422,646.31
EXCESS OF REVENUE OVER EXPENDITURES	812,015.12	1,980,686.90
ADJUSTMENT TO INCOME BEFORE FUND BALANCE:		
Expenditures Included Above Which Are by Statute		
Deferred Charges to Budget of Succeeding Years:		
Emergency Authorization	900,000.00	
Special Emergency	500,000.00	2,733,224.25
STATUTORY EXCESS TO FUND BALANCE	2,212,015.12	4,713,911.15
FUND BALANCE, BEGINNING OF YEAR	7,841,013.09	5,529,855.99
	10,053,028.21	10,243,767.14
UTILIZED AS ANTICIPATED REVENUE	4,276,678.57	2,402,754.05
FUND BALANCE, END OF YEAR	<u>\$ 5,776,349.64</u>	<u>\$ 7,841,013.09</u>

RESOLUTION

WHEREAS, New Jersey State Law specifically provides that every municipality shall designate an Office of Emergency Management and an Emergency Management Coordinator pursuant to State Law; and

WHEREAS, the Township has adopted an Ordinance creating an Office of Emergency Management (“OEM”) and the position of Emergency Management Coordinator; and

WHEREAS, the Mayor has designated Dominic Allegrino as OEM Coordinator and he has served in an exemplary manner in that capacity; and

WHEREAS, the duties and responsibilities of the Emergency Manager and Coordinator are set forth under State and Local Law as enumerated in West Orange Ordinance 2-46.1 *et seq.*;

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange that Dominic Allegrino be and is hereby designated Emergency Management Coordinator **effective December 2, 2022, for a three-year term expiring on December 3, 2025**; and with all the duties and responsibilities set forth and provided under state and local law; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to the Essex County Office of Emergency Management to advise as to this appointment.

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

Susan McCartney
Council President

Adopted: October 25, 2022

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes Professional Engineering Services for the 2022 Street Improvements Phase I; and

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

WHEREAS, the Township Engineer prepared a Request for Proposals dated September 27, 2022 for these professional design services; and

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

WHEREAS, Greenman-Pederson, Inc., responded to the Request for Proposal; and

WHEREAS, Greenman-Pederson, Inc. have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated October 18, 2022 the Township Engineer recommended a professional services contract be awarded to, Greenman-Pederson, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for Professional Land Engineering Services associated with 2022 Street Improvements Phase I; and

WHEREAS, Greenman-Pederson, Inc. 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 Greenman-Pederson, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Greenman-Pederson, Inc. to provide professional engineering services for 2022 Street Improvements Phase I in the amount of \$17,430.00.

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: October 25, 2022

I hereby certify funds are available from:

ACCOUNT NO.
2021 Capital Budget Streets Roads and
Sewers-Drainage Improv.
03 2661 21 0500 170
\$17,430.00

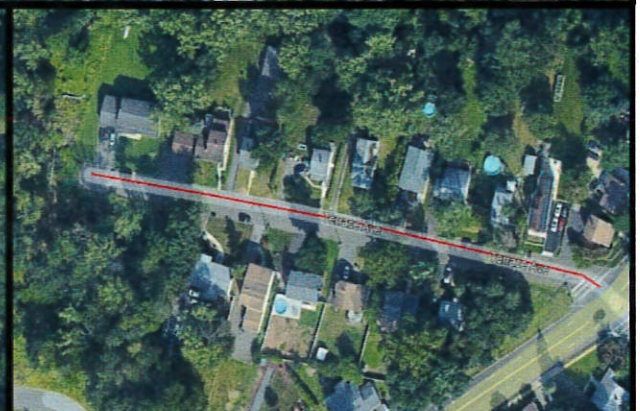
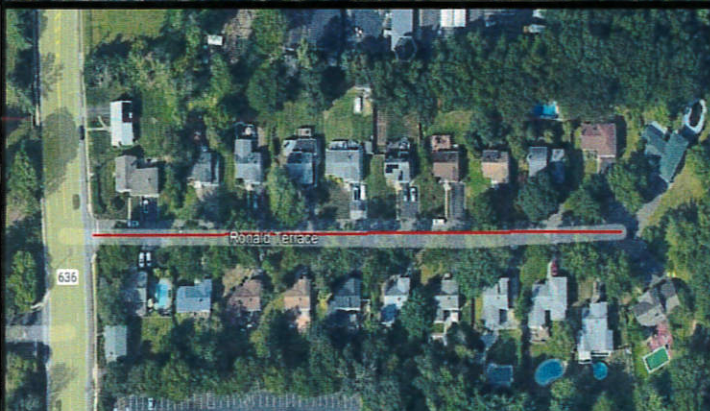
John Gross, Chief Financial Officer

PROPOSAL FOR
PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

2022 STREET IMPROVEMENTS PHASE 1
(VARIOUS STREETS)

WEST ORANGE TOWNSHIP, ESSEX COUNTY, NEW JERSEY

October 17, 2022



Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | PLANNING | CONSTRUCTION MANAGEMENT

301 Gibraltar Drive – Suite 2A
Morris Plains, NJ 07950

973-377-8500
www.gpinet.com

GPI

ORIGINAL

TABLE OF CONTENTS

Statement of Interest

Scope of Services

Personnel Assignments

Fee Schedule

Sample Insurance Certificate

October 17, 2022

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

RE: Proposal for Professional Engineering Services
2022 Street Improvements Phase 1

Dear Mr. Lepore:

Greenman-Pedersen, Inc. (GPI) is interested in performing the Professional Engineering Services as outlined in your Request for Proposals for the *2022 Street Improvements Phase 1*, provided via email on September 27, 2022.

As you are aware, we have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project, while considering budget constraints. We satisfactorily completed past projects for the Township, including the 2021 Street Improvements Phase 1, the 2021 Various Road Improvements Project and the 2020 Various Road Improvements Project.

Our December 21, 2021 Qualifications Statement submitted to the Township demonstrates that our experienced staff can handle the project.

Enclosed for your review is our Proposal to Provide Professional Engineering and Surveying Services, dated October 17, 2022.

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

Very truly yours,



Andrew Cangiano, PE, PP
Director of Engineering – Morris Plains Office



Muhammed S. Assal, PE, CME
Project Manager

AC/MSA/rem

m:\proposal\msa\west orange\2022 street improvements ph 1 10-17-2022\2022 street impr proposal.docx

SECTION 1

Scope of Services / Fee Schedule

Greenman-Pedersen, Inc. understands that the Township of West Orange requires engineering services necessary for the **2022 Street Improvements Phase 1**. Throughout the firm's 56-year history, we have provided capital improvement project design to dozens of New Jersey municipalities. We have also served as the municipal engineer for various municipalities throughout the firm's existence. We are very experienced in providing road reconstruction design, plans, specifications and contract documents of a professional nature in a cost effective and timely manner.

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

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

The project consists of various improvements to the following thirteen (13) roadways:

	Roadway Limits	Work to be Performed	Length (LF)
1.	Conforti Avenue, from Eagle Rock Avenue to Holmes Street	Curb, Aprons, Mill, Pave, and Speed Tables	1,080
2.	Conforti Avenue, from Holmes Street to Bauer Drive	Mill, Pave, and Speed Tables	1,880
3.	Conforti Avenue, from Bauer Drive to Hooper Avenue	Curb, Aprons, Mill, Pave, and Speed Tables	380
4.	Hooper Avenue, from Carteret Street to Conforti Avenue	Curb, Aprons, Mill, Pave, and Speed Tables	250
5.	Carteret Street, from Conforti Avenue to Dead End	Curb, Aprons, Mill, Pave, and Speed Tables	2,450
6.	Crystal Avenue, from Conforti Avenue to Dead End	Curb, Aprons, Mill, and Pave	550
7.	Suburban Drive, from Crystal Avenue to Devore Drive	Curb, Aprons, Mill, and Pave	1,800
8.	Devore Drive, from Carteret Street to Suburban Drive	Curb, Aprons, Mill, and Pave	360
9.	Flynn Terrace, from Carteret Street to Suburban Drive	Curb, Aprons, Mill, and Pave	360
10.	Marcy Place, from Carteret Street to Suburban Drive	Curb, Aprons, Mill, and Pave	390
11.	Dockery Drive, from Carteret Street to Crystal Woods	Curb, Aprons, Mill, and Pave	570
12.	Ronald Terrace, from Pleasant Valley Way to Dead End	Curb, Asphalt Aprons, Mill, and Pave	800
13.	Terrace Avenue, from Eagle Rock Avenue to Dead End	Curb, Asphalt Aprons, Mill, and Pave	710
	TOTAL ESTIMATED LENGTH:		11,580

SCOPE OF SERVICES

DESIGN SERVICES

A. Base Mapping

1. Utilizing Township tax maps and state aerial mapping as a base, and followed by obtaining field measurements, an accurate map of existing conditions will be prepared for each roadway to assure adequate data for design of the required improvements.
2. Using the base information and field information, the plans will depict the location of existing driveways, curbs and sidewalk, storm sewer structures, and other utilities.

B. Design and Contract Documents

1. Before commencing the design, we will meet with you to review the specific requirements, including reviewing each street in the field. We will coordinate our efforts with your Department throughout the project.
2. We will prepare engineering plans for each street at an anticipated scale of 1" = 30' utilizing the base mapping prepared under Task A.
3. All design criteria will comply with the current NJDOT and MUTCD specifications.
4. We will prepare a complete set of specifications.
5. A final Engineer's Estimate of Construction will also be prepared.
6. We will prepare and submit twenty (20) sets of Contract Documents.

ASSUMPTIONS

Plans will be in a similar format and content as the West Orange 2021 Street Improvements Project Phase I Project.

ADA ramps will be shown on the 1" = 30' Construction Plan. Excludes detailing of ADA ramp grades.

FEE SCHEDULE

Design Services:

Fee:

Task 1:	Base Mapping Preparation	\$7,600.00
Task 2:	Design and Contract Documents	\$9,830.00
TOTAL DESIGN SERVICES FEE:		\$17,430.00

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on December 21, 2021, following are our municipal billing rates for 2022:

PROFESSIONAL ENGINEER	\$ 165.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 150.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 85.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 80.00
TECHNICAL TYPIST	\$ 60.00

Rates Subject to Change Annually

SECTION 2

Personnel Assignments

For this project, GPI will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within GPI's Engineering and Surveying Departments.

Muhammed S. Assal, PE, CME, Project Manager, will be responsible for the overall design, contract adherence, and overall project supervision. Mr. Assal is quite familiar with the Township of West Orange, having worked on several other Township projects in recent years. He will be assisted by Engineering Department staff members **Michael E. Pirog, EIT**, Designer and **Ryan Mangano EIT** Designer. Quality Assurance-Quality Control (QAQC) will be performed by **Andrew Cangiano, PE, CME**, Director of Engineering – Morris Plains Office.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PG Genatt Group LLC
3333 NEW HYDE PARK RD
SUITE 409
NEW HYDE PARK NY 11042

CONTACT
NAME: Jeff Kozarsky
PHONE
(A/C, No, Ext): 516-869-8788 FAX
(A/C, No): 516-470-0338
E-MAIL
ADDRESS: jkozarsky@genattgrp.com

INSURED
Greenman Pedersen, Inc. (Morris Plains)
301 Gibraltar Drive, Suite 2A
Morris Plains NJ 07950

GREENMAN

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : XL Specialty Insurance Company	37885
INSURER C : Westchester Surplus Line Insurance Company	10172
INSURER D : Berkley Insurance Company	32603
INSURER E : Everest National Insurance Company	10120
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 111294590

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		1000025533211	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		1000198539211	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		G71780296003 XC5EX01512-211	12/31/2021 12/31/2021	12/31/2022 12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	1000002543 1000002541	12/31/2021 12/31/2021	12/31/2022 12/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Property Professional Liability		UM00082200MA21A AEC-905031302	12/31/2021 12/31/2021	12/31/2022 12/31/2023	Valuable Papers Each Claim Aggregate \$250,000 \$1,000,000 \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

SAMPLE
FOR INFORMATIONAL
PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

October 14, 2022

HAND-DELIVERED

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

Re: Proposal for Professional Engineering Services
2022 Street Improvements Phase 1
West Orange, NJ
Crew Proj. No.: P2669

Dear Mr. Lepore:

In response to your Request for Proposal (RFP) dated September 27, 2022, Crew Engineers, Inc. (Crew) is pleased to present this Proposal to the Township of West Orange (Township) for providing Professional Engineering Services for design services for the proposed 2022 Street Improvements Phase 1. The following outlines our Project Understanding, Scope of Services, and Engineering Fee and Billing Method.

Project Understanding

The RFP identifies 13 streets scheduled for improvement and includes Conforti Avenue (Eagle Rock Avenue to Holmes Street), Conforti Avenue (Holmes Street to Bauer Drive), Conforti Avenue (Bauer Drive to Hooper Avenue), Hooper Avenue (Carteret Street to Conforti Avenue), Carteret Street (Conforti Avenue to dead end), Crystal Avenue (Conforti Avenue to dead end), Suburban Drive (Crystal Avenue to Devore Drive), Devore Drive (Carteret Street to Suburban Drive), Flynn Terrace (Carteret Street to Suburban Drive), Marcy Place (Carteret Street to Suburban Drive), Dockery Drive (Carteret Street to Crystal Woods), Ronald Terrace (Pleasant Valley Way to dead end), and Terrace Avenue (Eagle Rock Avenue to dead end) for a total length of 11,580 feet of roadway. The improvements include a combination of milling and resurfacing, new curbs and aprons, driveway repair, replacement of damaged sidewalk, new ADA-compliant curb ramps, and restoration of manholes and catch basins and replacement of their castings at several locations as generally outlined in the RFP. The improvements do not include modification of the existing drainage systems or new storm drainage systems. The extent and type of improvements will be made after a walkthrough inspection with the Township Engineer that will take place after the award of the Contract for Engineering Services.

The proposed improvements do not include road widening, changes in vertical or horizontal alignment, changes to existing underground utilities, changes to existing guide rails, or construction of new sidewalks. As on other projects, the Township's construction inspector will determine the

exact layout of the ADA-compliant curb ramps during construction. Estimated quantities will be included in the bid items for the curb ramps and standard New Jersey Department of Transportation (NJDOT) curb ramp details will be included on the drawings. Detailed topographic or boundary surveys or preparation of easements/right-of-way widening, therefore, are not needed and are not included in the scope of services. We will make use of planimetric and topographic mapping provided by the Township and "sid" maps available from the New Jersey Department of Environmental Protection (NJDEP) to show the extent of improvements and the estimated quantities associated with the improvements on each drawing. In addition, we will add house numbers found on Township Tax Maps to the drawings for the Township and Contractor's use during the construction phase of the project.

The 13 streets are located in various parts of the Township. Our technical comments on the work to be completed are as follows:

- During the design period, the Township Forester, John D. Linson, will identify the trees on each street by location, type, and diameter that are to be removed. This information will be included with the Contract Documents issued to prospective bidders for the bidder's use in preparing his bid for various tree removal items.
- Existing curb elevations will not be changed to minimize any adverse impact on roadway or private property drainage patterns. Preparation of any cut sheets or any construction stakeout will be included in the work to be bid and performed by the Contractor.

Scope of Services

Crew will perform the following major activities and tasks for the proposed street improvements:

Design Services

- Perform walkthrough assessment of each street with the Township Engineer to discuss the specific improvements planned for each street.
- Prepare Contract Drawings. We anticipate that the following drawings will be prepared by Crew:
 - Cover Sheet – 1 drawing.
 - Key Map, Legend, and General Notes – 1 drawing.
 - Estimate of Quantities – 1 drawing.
 - Plan Drawings (scale 1" = 40' horizontal) of the 13 streets shown in the RFP – 12 drawings.
 - Construction Details, including granite block curbs, milling and resurfacing of roadways and driveways, concrete roadway repairs and leveling courses, sidewalk improvements, and curb ramps – 4 drawings.
 - Soil Erosion and Sediment Control Details – 1 drawing.
 - Traffic Control Details – 2 drawings.
- Prepare NJDOT supplementary specifications. Crew will combine the supplementary specifications with the Township's standard administrative "front end" specifications that have been used on previous projects recently. These combined specifications will constitute the Contract Specifications.
- The Contract Drawings and Contract Specifications will constitute the Bidding Documents. Crew will furnish 20 sets of Bidding Documents to the Township.
- Prepare an Opinion of Probable Construction Cost.

Project Schedule

Crew will dedicate sufficient resources to complete the design services described herein to enable the Township to advertise for bids by in the winter of 2022/2023. We anticipate that the Township will award the Contract for Engineering Services in October, 2022.

Owner Responsibilities

In conjunction with the performance of the Professional Engineering Services by Crew described in this Proposal, the Township will arrange, provide, or perform the following:

- Provide topographic and planimetric mapping from 2010 aerial photography, preferably in .dwg or .dxf format and provide copies of current Tax Maps in areas where street improvements are proposed.
- Coordinate with the respective utilities for utility relocation and design as needed to accommodate ADA-compliant curb ramps.
- Provide Township's standard administrative "front end" specifications in Microsoft Word format.

Engineering Fee and Billing Method

Based on the foregoing understanding and Scope of Services, Crew proposes compensation for Professional Engineering Services as follows:

<i>Task</i>	<i>Fee</i>
<i>Design Drawings and Specifications, including all Streets Identified in the RFP</i>	\$ 19,400 Lump Sum

The engineering fees for the Professional Engineering Services to be performed for the project, as presented in this Proposal, will be based on a lump-sum price, and will be the total fees for the services described for the work to be performed.

Any services provided outside the Scope of Services presented in this Proposal will be performed only after receiving explicit permission from the Township and will be billed on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

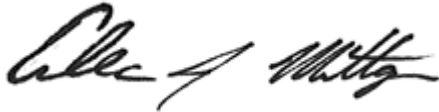
Crew will bill the Township for Professional Engineering Services on a monthly basis. For lump-sum services, billing will be based on the percentage of work completed and a synopsis of the project status will be provided. For services provided on the basis of hourly fee rates plus reimbursable expenses, the billing will reflect the time expended by Crew personnel assigned to the project, reimbursable expenses, and a brief description of the services provided. Also enclosed are Crew's State of New Jersey Business Registration Certificate, a sample Certificate of Liability Insurance, and our Standard Terms and Conditions, which, together with the Billing Rate Schedule, are integral parts of this Proposal.

The return of a signed copy of this Proposal will confirm the Township's acceptance of the Proposal and authorization to Crew to proceed with the work.

Crew appreciates the opportunity of presenting this Proposal to the Township, and we look forward to being of service on this project. Please advise us if you need additional information or require clarification of this Proposal.

Very truly yours,

CREW ENGINEERS, INC.



Alec J. Mittiga, P.E.

Enclosure

N:\PROPOSALS\West Orange\IP2669 - 2022 Street Improvements Phase I\IP2669.docx

The Township of West Orange hereby engages Crew Engineers, Inc. to perform the services described above for the compensation set forth and under Crew Engineers, Inc.'s Standard Terms and Conditions. The Township of West Orange authorizes Crew Engineers, Inc. to commence the services upon receipt of an executed copy of this letter. The Township of West Orange and Crew Engineers, Inc. agree that this letter, together with the listed enclosures, constitutes the entire agreement between the Township of West Orange and Crew Engineers, Inc. relating to the project.

ACCEPTED

**Township of West Orange
West Orange, NJ**

By: _____
Typed Name and Title

Dated: _____

Signature

**CREW ENGINEERS, INC.
BILLING RATE SCHEDULE**

Crew Engineers, Inc. (Crew) will be compensated for professional services in accordance with the following hourly billing rates:

General Description	Hourly Billing Rates
Principal	\$190
Senior Project Manager	\$175
Project Manager	\$165
Senior Project Engineer	\$150
Project Engineer/Project Scientist	\$140
Chief Surveyor/Chief Project Technician/Senior Designer	\$125
Engineer/Scientist	\$120
Construction Observer/Field Technician	\$85
CADD Operator/Draftsperson	\$85
Technical Support/Technical Typist	\$60

The hourly billing rates indicated above are for the calendar year and are subject to revision and adjustments as of January 1 of each calendar year.

- Crew will bill the CLIENT monthly, with net payment due in 45 days. Past due invoices will be subject to a service charge at the rate of 1-1/2 percent per month. The bill shall consist of a summary of direct labor hours by personnel, plus a listing of reimbursable costs incurred. Unless CLIENT provides Crew with a written statement of any objections to the bill within 15 days of receipt, CLIENT shall be deemed to accept the bill as submitted.
- The above rates include **all** employees' wages, payroll burdens, overhead, and profit.
- CLIENT is charged for time actually spent on the project. Timesheets are available for inspection by prior arrangement.
- Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.
- Normal and reasonable time for contract negotiations are also covered in overhead; however, extended contract negotiations or time spent resolving differences in terms and conditions, scopes of work, or change notices will be billed.

In addition to regular hourly billing rates listed above, the CLIENT will also pay for:

- Overtime at straight time rates for exempt employees to the extent an employee works more than 40 hours per week for CLIENT.
- Cost of a record set of reproducible originals or duplicates to be retained by Crew in cases where the CLIENT wants the originals and for the cost of postage and insurance for mailing such originals.
- Cost of any office space and accompanying services used by CLIENT'S representatives.
- All reproductions on behalf of the assignment at our standard rates or billed by outside services.
- All field office expenses.
- Cost for the use of special field equipment, safety equipment, and field sampling equipment or consumables in accordance with billing by outside services, plus 10% handling charges.
- Courier service.
- Travel and subsistence of Crew personnel incurred on behalf of the project. (Current rate for the use of vehicles is in accordance with the present IRS standard mileage rate.)
- Cost plus 15 percent of outside consulting and/or professional services - such as, analytical, drilling, legal, accounting, engineering, and other specialized services. Crew will obtain CLIENT'S approval before authorizing such services.
- Pay for expert witness testimony equal to 1-1/2 times their hourly billing rate.

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Crew can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Crew will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

3. SAFETY. Crew has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Crew specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Crew employees.

4. DELAYS. If events beyond the control of Client or Crew, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Crew shall be entitled to an equitable adjustment in compensation.

In the event Crew is delayed by Client and such delay exceeds 30 days, Crew shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Client shall pay Crew for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may provide 7 days' written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued. Failure of the defaulting party to commence cure within such time limit and diligently continue shall be cause to suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Crew is supplied for the general guidance of the Client only. Since Crew has no control over competitive bidding or market conditions, Crew cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. RELATIONSHIP WITH CONTRACTORS. Crew shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Crew specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Crew harmless from any claims resulting from performance of construction-related services by persons other than Crew.

9. INSURANCE. Crew will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Crew's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Crew as an additional insured on its policies relating to the Project. Crew's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. INDEMNITIES. To the fullest extent permitted by law, Crew shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above by Crew, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and save harmless Crew, its agents, employees, and representatives from and against loss, liability, and damages (including reasonable litigation costs) arising from or relating to

claims for injury or death to persons, damages to tangible property, or other losses, alleged to be caused by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project (ii) tested by Crew under this Agreement, or (iii) used or incorporated by Crew in the Services; or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include Crew as an indemnitee under any indemnification obligation to Client.

11. LIMITATIONS OF LIABILITY. No employee or agent of Crew shall have individual liability to Client.

Client agrees that, to the fullest extent permitted by law, Crew's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Crew's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Crew under this Agreement. If Client desires a limit of liability greater than that provided above, Client and Crew shall include a separate paragraph under this Agreement, stating the amount of such limit and the additional compensation to be paid to Crew for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CREW BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

12. ACCESS. Client shall provide Crew safe access to any premises necessary for Crew to provide the Services.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Crew for the specific purpose intended, shall be at the Client's risk. Client agrees to defend, indemnify, and hold harmless Crew from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

14. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

15. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

16. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

17. PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

18. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

20. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

21. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

CREW ENGINEERS, INC.

TAXPAYER IDENTIFICATION#

223-402-769/000

ADDRESS

**1250 ROUTE 23 N
BUTLER NJ 07405**

EFFECTIVE DATE:

10/10/95

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0098335

ISSUANCE DATE:

09/19/01

Patricia A. Chiacchio

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



October 17, 2022

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

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

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Civil Engineering Services
2022 STREET IMPROVEMENTS PHASE I
Engineering Design and Bid Phase Services
Our File No.: Proposal SCE-P13279.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for Civil Engineering to the Township of West Orange (Township) for 2022 Street Improvements – Phase I. SCE has thoroughly reviewed the request for proposal dated September 27, 2022 and the provided information regarding the project.

It is understood the total length of 2022 Street Improvements – Phase I is 11,580 Linear Feet (LF) within various rights-of-way. Our proposal includes all work required to provide a complete design and bid package including cost estimates, plans, and specifications (twenty (20) copies each) for bidding purposes, detour plans, and cut sheets.

SCE understands this project will be fully funded by Township. All plans, specifications, and bid documents will be in conformance with the latest New Jersey Department of Transportation (NJDOT) specifications. All services for this project will be overseen by a State of New Jersey licensed Professional Engineer (PE).

The following streets are to be included in this 2022 Street Improvement project:

PHASE I:

- | | |
|--|----------|
| 1. Conforti Avenue, Eagle Rock Avenue to Holmes Street | |
| ▪ Curb, aprons (asphalt), mill & pave: | 1,080 LF |
| 2. Conforti Avenue, Holmes Street to Bauer Drive | |
| ▪ Mill and pave | 1,880 LF |
| 3. Conforti Avenue, Bauer Drive to Hooper Avenue | |
| ▪ Curb, aprons, mill, pave | 380 LF |
| 4. Hooper Avenue, Carteret Street to Conforti Avenue | |
| ▪ Curb, aprons, mill, pave | 250 LF |



5. Carteret Street, Conforti Avenue to dead end	
▪ Curb, aprons, mill, pave	2,450 LF
6. Crystal Avenue, Conforti Avenue to dead end	
▪ Curb, aprons, mill, pave	550 LF
7. Suburban Drive, Crystal Avenue to Devore Drive	
▪ Curb, aprons, mill, pave	1,800 LF
8. Devore Drive, Carteret Street to Suburban Drive	
▪ Curb, aprons, mill, pave	360 LF
9. Flynn Terrace, Carteret Street to Suburban Drive	
▪ Curb, aprons, mill, pave	360 LF
10. Marcy Place, Carteret Street to Suburban Drive	
▪ Curb, aprons, mill, pave	390 LF
11. Dockery Drive, Carteret Street to Crystal Woods	
▪ Curb, aprons, mill, pave	570 LF
12. Ronald Terrace, Pleasant Valley Way to dead end	
▪ Curb, asphalt aprons, mill, pave	800 LF
13. Terrace Avenue, Eagle Rock Avenue to dead end	
▪ Curb, asphalt aprons, mill, pave	710 LF
TOTALS – 11,580 LF	

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

Scope of Services

1. Design

SCE will provide the Township with the necessary plans and specifications for the Improvements and Resurfacing of Various Streets in West Orange. The complete design will provide for, new curbs, new sidewalks, driveway and walkway adjustments (where necessary), catch basin and manhole rebuilding with new castings, pavement millings, full depth asphalt pavement repair (where necessary), and pavement resurfacing as listed above. It is our understanding that where a concrete base is present and identified to SCE, milling, leveling, and pavement fabric is required. All plans and specifications will be in conformance with the latest NJDOT specifications.

It is understood that for this project, the Township requires a minimal plan for each street using Tax Maps or planimetric and topographic maps (to be provided by the Townships Engineer). ***As aeriels will be utilized for base mapping, surveying services have been excluded from this proposal.***

Upon award of a Professional Services Contract, SCE will walk each street with the Township Engineer to discuss the specific improvements needed on that street and how certain conditions will be treated.



2. Bid Phase Services

SCE will assist the Township with advertisement and procurement of bids. As part of these services, SCE will prepare a Notice to Bidders for publication by the Township, provide twenty (20) sets of bid documents for prospective bidders, answer any questions from prospective bidders, provide any addenda, if necessary, participate in the virtual bid opening and provide a summary of bids and recommendation of award letter to the Township.

Construction stakeout has been excluded from this proposal and is provided for in the construction inspection proposal also submitted by SCE.

Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees, and printing expenses.

Fee Proposal

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

▪ Design	\$ 21,950
▪ <u>Bid Phase Services</u>	\$ 7,250*
TOTAL LUMP SUM FEE	\$ 29,200

**Includes twenty (20) Sets of Plans & Specifications including bid documents and contract agreements (\$75 per set).*

Project Schedule

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

Services Not Included Unless Authorized

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

- Surveying services & unit charges
- Construction Stakeout
- Boundary & topographic survey
- Owner initiated changes
- Excavation and boring equipment services and restoration



- Geotechnical investigations & soil testing and analysis
- Traffic studies
- Review agency required revisions
- Soil Erosion & Sediment Control Plans, permits, application and/or fees

Fee Structure

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

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

- Principal/Project Officer \$165/hour
- Senior Project Manager \$163/hour
- Project Manager \$160/hour
- Senior Project Licensed Professional \$155/hour
- Project Licensed Professional \$150/hour
- Licensed Professional \$140/hour
- Senior Project Coordinator \$155/hour
- Project Coordinator \$150/hour
- Senior Designer/Senior Survey Analyst \$130/hour
- Designer/Survey Analyst \$125/hour
- Senior Environmental Scientist \$130/hour
- Environmental Scientist \$125/hour
- Senior Project GIS Analyst \$145/hour
- Project GIS Analyst \$135/hour
- GIS Analyst \$130/hour
- Senior GIS Technician \$118/hour
- GIS Technician \$108/hour
- Senior GIS Project Coordinator \$135/hour
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- Technician \$103/hour
- Project Administrator \$120/hour
- Administrative Support \$65/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour



- Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

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

Termination of Contract

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

Hazardous Environmental Conditions

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

Ownership of Documents

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

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law,



but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

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

Dispute Resolution

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

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

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts, or should the bid process fail to result in a successful contract award requiring the need to rebid the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.



Opinions of Cost

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

Professional Responsibility

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

Right of Entry

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

Statute of Limitations

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

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work



will be stopped if account is not current; deliverables will not be furnished if account is past due.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P13279.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Erin B. Abline, PE, CME, CFM, Assistant Corporate Secretary
Principal/ Municipal & Land Development Department Manager

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name & Title)

Enclosures

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932	CONTACT NAME: Tina Taran PHONE (A/C, No, Ext): 973-377-7000 E-MAIL ADDRESS: tinat@dalegroup.com	FAX (A/C, No): 973-377-4614
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : National Fire & Marine Insurance Company		20079
INSURER C : Valley Forge Insurance Company		20508
INSURER D : Continental Insurance Company Of New Jersey		42625
INSURER E : HSB Specialty Insurance Company		14438
INSURER F :		

INSURED
Suburban Consulting Eng. Inc.
96 Hwy RT 206 Suite 101
Flanders NJ 07836

SUBUR-7

COVERAGES**CERTIFICATE NUMBER:** 1784385551**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2022	2/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018333715	2/24/2022	2/24/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			AEH004316497	2/24/2022	2/24/2023	Claim/Occurrence \$5,000,000
D	Pollution Liability			AEH004316497	2/24/2022	2/24/2023	Aggregate \$5,000,000
E	Cyber Liability			660757102	2/24/2022	2/24/2023	Limit \$1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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October 17, 2022

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

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

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Civil Engineering & Land Surveying Services
2022 STREET IMPROVEMENTS PHASE 1
Construction Inspection
Our File No.: Proposal SCE-P13279.021

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal to the Township of West Orange (Township) for construction inspection and certificates of completion for the following 2022 Street Improvements – Phase I.

PHASE I:

- | | |
|--|----------|
| 1. Conforti Avenue, Eagle Rock Avenue to Holmes Street | |
| ▪ Curb, aprons (asphalt), mill & pave: | 1,080 LF |
| 2. Conforti Avenue, Holmes Street to Bauer Drive | |
| ▪ Mill and pave | 1,880 LF |
| 3. Conforti Avenue, Bauer Drive to Hooper Avenue | |
| ▪ Curb, aprons, mill, pave | 380 LF |
| 4. Hooper Avenue, Carteret Street to Conforti Avenue | |
| ▪ Curb, aprons, mill, pave | 250 LF |
| 5. Carteret Street, Conforti Avenue to dead end | |
| ▪ Curb, aprons, mill, pave | 2,450 LF |
| 6. Crystal Avenue, Conforti Avenue to dead end | |
| ▪ Curb, aprons, mill, pave | 550 LF |
| 7. Suburban Drive, Crystal Avenue to Devore Drive | |
| ▪ Curb, aprons, mill, pave | 1,800 LF |
| 8. Devore Drive, Carteret Street to Suburban Drive | |
| ▪ Curb, aprons, mill, pave | 360 LF |
| 9. Flynn Terrace, Carteret Street to Suburban Drive | |
| ▪ Curb, aprons, mill, pave | 360 LF |
| 10. Marcy Place, Carteret Street to Suburban Drive | |
| ▪ Curb, aprons, mill, pave | 390 LF |
| 11. Dockery Drive, Carteret Street to Crystal Woods | |



▪ Curb, aprons, mill, pave	570 LF
12. Ronald Terrace, Pleasant Valley Way to dead end	
▪ Curb, asphalt aprons, mill, pave	800 LF
13. Terrace Avenue, Eagle Rock Avenue to dead end	
▪ <u>Curb, asphalt aprons, mill, pave</u>	<u>710 LF</u>
TOTAL – 11,580 LF	

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

Scope of Services

SCE is prepared to provide any of the services outlined below, if authorized by the Township.

- Pre-construction kickoff meeting coordination.
- Prepare pre-construction meeting agenda and chair meeting. Minutes will be prepared.
- Review shop drawings.
- Address request for information (RFI's).
- Construction Stakeout
- Provide on-site construction observation during all critical phases of the work.
- Advise Township on project progress.
- Review all Contractor payment requests and make recommendations to Township for payment.
- Provide for punch-list inspection of the work.
- Final closeout of project.
- Make recommendations to Township for acceptance of the work and certification of completion.

Fee Structure

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

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- Licensed Professional \$140/hour
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by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

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If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P13279.021) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal



contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: Erin B. Abline

Erin B. Abline, PE, CME, CFM, Assistant Corporate Secretary
Principal/ Municipal & Land Development Department Manager

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name & Title)

Enclosures

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

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PRODUCER Dale Group PO Box 6 Florham Park NJ 07932		CONTACT NAME: Tina Taran PHONE (A/C, No, Ext): 973-377-7000 E-MAIL ADDRESS: tinat@dalegroup.com FAX (A/C, No): 973-377-4614	
INSURED Suburban Consulting Eng. Inc. 96 Hwy RT 206 Suite 101 Flanders NJ 07836		SUBUR-7	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company	
		INSURER B: National Fire & Marine Insurance Company	
		INSURER C: Valley Forge Insurance Company	
		INSURER D: Continental Insurance Company Of New Jersey	
		INSURER E: HSB Specialty Insurance Company	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1784385551**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2022	2/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018333715	2/24/2022	2/24/2023	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			AEH004316497	2/24/2022	2/24/2023	Claim/Occurrence \$5,000,000
D	Pollution Liability			AEH004316497	2/24/2022	2/24/2023	Aggregate \$5,000,000
E	Cyber Liability			660757102	2/24/2022	2/24/2023	Limit \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

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

October 14, 2022

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

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

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

**Re: *Proposal for Professional Land Surveying and Engineering Services
2022 Street Improvements Phase 1
West Orange, New Jersey
Proposal No. 2022-258***

Dear Mr. Lepore:

We are pleased to submit our proposal for professional land surveying and engineering services for the engineering, permitting and bid phase services for the above referenced project including the preparation of construction plans, specifications and bid documents for the project. Based on the request for proposal our office received, it is our understanding the project will include the reconstruction of the following roadways:

- **2022 Street Resurfacing Project:**
 1. Conforti Avenue, Eagle Rock Avenue to Holmes Street – 1080 LF
 - a. Curb, aprons, mill, pave
 - b. 1080 LF at \$170 per LF \$183,600
 - c. Speed Tables, 3 , at \$4,000 EA \$12,000
 2. Conforti Avenue, Holmes Street to Bauer Drive – 1880 LF
 - a. Mill and pave
 - b. 1880 LF at \$110 per LF \$206,800
 - c. Speed Tables, 7, at \$4,000 EA \$28,000
 3. Conforti Avenue, Bauer Drive to Hooper Avenue – 380 LF
 - a. Curb, aprons, mill, pave
 - b. 380 LF at \$170 per LF \$64,600
 - c. Speed Tables, 2 , at \$4,000 EA \$8,000
 4. Hooper Avenue, Carteret Street to Conforti Avenue – 250 LF
 - a. Curb, aprons, mill, pave



Leonard R. Lepore, Municipal Engineer
Township of West Orange

Re: Proposal for Professional Land Surveying and Engineering Services
2022 Street Improvements Phase 1

October 14, 2022
Proposal No. 2022-258
Page 2

- b. 250 LF at \$170 per LF \$42,500
- c. Speed Tables, 1, at \$4,000 EA \$4,000
- 5. Carteret Street, Conforti Avenue to Dead End – 2450 LF
 - a. Curb, aprons, mill, pave
 - b. 2450 LF at \$170 per LF \$416,500
 - c. Speed Tables, 4, at \$4,000 EA \$16,000
- 6. Crystal Avenue, Conforti Avenue to Dead End – 550 LF
 - a. Curb, aprons, mill, pave
 - b. 550 LF @ \$170 per LF \$93,500
- 7. Suburban Drive, Crystal Avenue to Devore Drive – 1800 LF
 - a. Curb, aprons, mill, pave
 - b. 1800 LF @ \$170 per LF \$306,000
- 8. Devore Drive, Carteret Street to Suburban Drive – 360 LF
 - a. Curb, aprons, mill, pave
 - b. 360 LF @ \$170 per LF \$61,200
- 9. Flynn Terrace, Carteret Street to Suburban Drive – 360 LF
 - a. Curb, aprons, mill, pave
 - b. 360 LF @ \$170 per LF \$61,200
- 10. Marcy Place, Carteret Street to Suburban Drive – 390 LF
 - a. Curb, aprons, mill, pave
 - b. 390 LF @ \$170 per LF \$66,300
- 11. Dockery Drive, Carteret Street to Crystal Woods – 570 LF
 - a. Curb, aprons, mill, pave
 - b. 570 LF @ \$170 per LF \$96,900
- 12. Ronald Terrace, Pleasant Valley Way to Dead End – 800 LF
 - a. Curb, asphalt aprons, mill, pave
 - b. 800 LF @ \$150 per LF \$120,000
- 13. Terrace Avenue, Eagle Rock Avenue to Dead End – 710 LF
 - a. Curb, asphalt aprons, mill, pave
 - b. 710 LF @ \$150 per LF \$106,500

Total Length..... 11,580 LF



Leonard R. Lepore, Municipal Engineer
Township of West Orange

Re: Proposal for Professional Land Surveying and Engineering Services
2022 Street Improvements Phase 1

October 14, 2022
Proposal No. 2022-258
Page 3

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

1. Survey and Base Map Services

Work in this phase will include preparation of base mapping for use in the design of the construction plans for the roadway. It is our understanding that orthophoto maps will be utilized for the base maps. We anticipate supplementing the ortho maps with survey work where drainage improvements are required. Approximate property lines will be established utilizing located property markers and tax map information. Work under this task will include preparing the GIS base mapping supplemented with three (3) days of field locations where necessary for drainage improvements.

2. Construction Plans and Contract Documents

The work in this phase will involve preparing construction plans for the roadways in accordance with NJDOT requirements.

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

- a. Field visits to prepare quantities for each roadway.
- b. Preparation of Construction Plans including the following sheets.
 - i. Cover Sheet
 - ii. Legend and General Notes
 - iii. Distribution of Quantities
 - iv. Construction Plans
 - v. Traffic Striping and Signage Plan
 - vi. Soil Erosion and Sediment Control Plans and Details
 - vii. Traffic Control Plan and Details
 - viii. Construction Details
- c. Preparation of Bid Specifications.
- d. Preparation of Final Cost Estimate.
- e. Provide twenty (20) copies of the final plans and contract documents for bidding purposes.



Leonard R. Lepore, Municipal Engineer
Township of West Orange

Re: Proposal for Professional Land Surveying and Engineering Services
2022 Street Improvements Phase 1

October 14, 2022
Proposal No. 2022-258
Page 4

Summary of Fee Estimates

1. Survey and Base Map Services.....	\$18,000.00
2. Construction Plans and Bid Documents.....	\$49,000.00
Total Lump Sum Fee	\$67,000.00

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

Schedule

We anticipate completing the project in 3 months with construction commencing in Spring 2023.

Should you accept our fee estimate, kindly provide a purchase order or professional services Resolution authorizing same. Should you have any questions or wish to discuss the above further, please do not hesitate to contact this office.

Very truly yours,

CME Associates


Trevor J. Taylor, PE, PP, CME
For the Firm

TT: pv

Cc: Zayibeth Carballo, PE, LS
Tina Benevento
Andrea Zeligman
Engineering@westorange.org



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 27, 2022

Andrew Cangiano
Greenman-Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ, 07950

RE: REQUEST FOR PROPOSALS
2022 STREET IMPROVEMENTS PHASE 1

Dear Mr. Cangiano,

The Department of Public Works of the Township of West Orange requests proposals from firms providing both Civil Engineering and Land Surveying Services, which are capable of performing the necessary improvement plans, specifications and bid documents for the following roadway improvements:

2022 Street Resurfacing Project:

1. Conforti Avenue, Eagle Rock Avenue to Holmes Street- 1080 LF
2. Conforti Avenue, Holmes Street to Bauer Drive- 1880 LF
3. Conforti Avenue, Bauer Drive to Hooper Avenue – 380 LF
4. Hooper Avenue, Carteret Street to Conforti Avenue- 250 LF
5. Carteret Street, Conforti Avenue to dead end – 2450 LF
6. Crystal Avenue, Conforti Avenue to dead end – 550 LF
7. Suburban Drive, Crystal Avenue to Devore Drive – 1800 LF
8. Devore Drive, Carteret Street to Suburban Drive – 360 LF
9. Flynn Terrace, Carteret Street to Suburban Drive – 360 LF
10. Marcy Place, Carteret Street to Suburban Drive – 390 LF
11. Dockery Drive, Carteret Street to Crystal Woods – 570 LF
12. Ronald Terrace, Pleasant Valley Way to dead end – 800 LF
13. Terrace Avenue, Eagle Rock Avenue to dead end – 710 LF

Total Length – 11,580 LF

The total length for the 2022 Street Resurfacing Project is 11,580 linear feet, within a 50-foot (+/-) right – of – way. Proposals shall be submitted to provide all work required to provide a complete design package as generally described on the enclosed description.

The cost of services shall be for a complete design and bid package including cost estimates, plans and specifications (twenty copies each) for bidding purposes, detour plans, construction stakeout, and cut sheets. This project will be fully funded by Township of West Orange. All plans, specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications, and shall be submitted to our office for review prior to finalizing contract documents.

Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work. Design will consist of utilizing aerial orthophoto maps for preparation of project base maps. A one-site visit will be conducted to verify and supplement planimetric elements such as roads, inlets, and other features for the preparation of plans and specifications for the milling and resurfacing of the roadways.

It is the intent of this office to advertise for bids upon availability of funds from the Township in Winter 2022/2023. Proposals shall be submitted in writing on or before 10:00 A.M., Monday, October 17, 2022 to the Department of Public Works, 25 Lakeside Avenue, West Orange, New Jersey 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

A separate proposal for construction inspection and certification of completion should also be included if available from your firm.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/zyc
Enc.

STREET IMPROVEMENTS

2022 PHASE I

1. Conforti Avenue, Eagle Rock Avenue to Holmes Street
 - a. Curb, aprons, mill, pave
 - b. 1080 LF at \$170 per LF \$183,600
 - c. Speed Tables, 3 , at \$4000 EA \$ 12,000
2. Conforti Avenue, Holmes Street to Bauer Drive
 - a. Mill and pave
 - b. 1880 LF at \$110 per LF \$206,800
 - c. Speed Tables, 7, at \$4000 EA \$ 28,000
3. Conforti Avenue, Bauer Drive to Hooper Avenue
 - a. Curb, aprons, mill, pave
 - b. 380 LF at \$170 per LF \$ 64,600
 - c. Speed Tables, 2 , at \$4000 EA \$ 8,000
4. Hooper Avenue, Carteret Street to Conforti Avenue
 - a. Curb, aprons, mill, pave
 - b. 250 LF at \$170 per LF \$ 42,500
 - c. Speed Tables, 1, at \$4000 EA \$ 4,000
5. Carteret Street, Conforti Avenue to dead end
 - a. Curb, aprons, mill, pave
 - b. 2450 LF at \$170 per LF \$416,500
 - c. Speed Tables, 4 ,at \$4000 EA \$ 16,000
6. Crystal Avenue, Conforti Avenue to dead end
 - a. Curb, aprons, mill, pave
 - b. 550 LF @ \$170 per LF \$ 93,500
7. Suburban Drive, Crystal Avenue to Devore Drive
 - a. Curb, aprons, mill, pave
 - b. 1800 LF @ \$170 per LF \$306,000
8. Devore Drive, Carteret Street to Suburban Drive
 - a. Curb, aprons, mill, pave
 - b. 360 LF @ \$170 per LF \$ 61,200
9. Flynn Terrace, Carteret Street to Suburban Drive
 - a. Curb, aprons, mill, pave
 - b. 360 LF @ \$170 per LF \$ 61,200
10. Marcy Place, Carteret Street to Suburban Drive
 - a. Curb, aprons, mill, pave
 - b. 390 LF @ \$170 per LF \$ 66,300

11. Dockery Drive, Carteret Street to Crystal Woods	
a. Curb, aprons, mill, pave	
b. 570 LF @ \$170 per LF	\$ 96,900
12. Ronald Terrace, Pleasant Valley Way to dead end	
a. Curb, asphalt aprons, mill, pave	
b. 800 LF @ \$150 per LF	\$120,000
13. Terrace Avenue, Eagle Rock Avenue to dead end	
a. Curb, asphalt aprons, mill, pave	
b. 710 LF @ \$150 per LF	\$106,500
Total Length, 11,580 LF or 2.19 miles	
Engineering Design (Estimated)	± \$ 30,000
General Drainage Improvements (Estimated)	± \$ 150,000
Estimated Total	± \$2,073,600

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE
AUTHORIZING THE EXECUTION OF AN ACCESS AGREEMENT
WITH HACKMAN CAPITAL ACQUISITION COMPANY, LLC FOR
BLOCK 115, LOTS 15, 16 AND 17.**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (“Redevelopment Law”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, the Township, acting by resolution, determined that a portion of the downtown was an “area in need of redevelopment” (the “Downtown Redevelopment Area”) in accordance with N.J.S.A. 40A:12A-6(b); and

WHEREAS, on February 9, 2003 the Township Council approved an Ordinance adopting a redevelopment plan for the Downtown Redevelopment Area, which has been amended from time to time, most recently on September 14, 2021, by Ordinance No. 2656-21 (the “Fourth Amended Redevelopment Plan”), creating the Film Services Overlay District (the “FSOD”); and

WHEREAS, on September 2, 2022, the Township adopted Resolution No. 232-2022, conditionally-designating Hackman Capital Partners, LLC (“HCP”) as redeveloper of the FSOD; and

WHEREAS, in connection with such designation, it is anticipated that HCP, or an affiliate, would acquire certain properties, including the Township-owned properties designated as Block 115, Lots 15 and 17 (the “Barton Press Site”) and Block 115, Lot 16 (the “DPW Site”) (collectively, the “Properties”), as shall be set forth in greater detail in the redevelopment agreement and purchase and sale agreement(s) currently being negotiated between the Township and HCP; and

WHEREAS, to facilitate such agreements and the anticipated property conveyances, the Township has determined to permit HCP, through its affiliate Hackman Capital Acquisition, LLC (“HCAC”) access to the site to conduct preliminary due diligence investigations; and

WHEREAS, the Township Administration, counsel and redevelopment counsel have negotiated a form of access agreement with HCAC setting forth the terms for access to the Properties, including appropriate insurance requirements for HCAC and indemnities to the Township, in the form attached hereto and incorporated herein as Exhibit A (the “Access Agreement”).

WHEREAS, the Township wishes to authorize the execution of the Access Agreement in furtherance of the implementation of the redevelopment of the FSOD.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Mayor or Business Administrator are hereby authorized to execute the Access Agreement in the form set forth in the attached Exhibit A.

This resolution shall take effect immediately.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: October 25, 2022

PRE-CLOSING ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this “*Agreement*”) is dated October 26, 2022 and is made by and among **THE TOWNSHIP OF WEST ORANGE**, a body corporate and politic of the State of New Jersey, having its address at 66 Main Street, West Orange, New Jersey 07052 (“*Owner*”), and **HACKMAN CAPITAL ACQUISITION COMPANY, LLC**, a Delaware limited liability company, having an address at 4060 Ince Boulevard Culver City, California 90232 (“*Entrant*”). Owner and Entrant are hereinafter collectively referred to as the “*parties*”.

RECITALS

WHEREAS, Owner is the owner of that certain real property designated as Block 115, Lots 15, 16 & 17 on the official tax maps of the Township of West Orange, Essex County, New Jersey, Lot 16 being the site of the West Orange Department of Public Works (“*DPW*”) and lots 15 and 17 commonly known as 55 Lakeside Avenue (“*Barton Press*”), and all improvements located thereon including a single story building comprising approximately 160,000 square feet and related surface parking (together with Barton Press and DPW, collectively referred to herein as the “*Premises*”);

WHEREAS, in anticipation of a possible acquisition of the Premises, Entrant desires a right of access to the Premises for itself and its officers, directors, employees, agents, principals, partners, representatives, accountants, advisors, attorneys, consultants and contractors (collectively, the “*Permitted Parties*”) for the purpose of performing certain investigatory activities at the Premises; and

WHEREAS, Owner is willing to grant Entrant and the Permitted Parties a limited right of access to the Premises upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein as if set forth in full in the body of this Agreement.
2. **Definitions.** Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in ***Schedule 1*** attached hereto.
3. **Right of Access.** Owner hereby grants to Entrant and the Permitted Parties the non-exclusive license and limited right to enter upon the Premises to perform certain investigatory activities at the Premises and to conduct due diligence reasonably related to the purchase of the Premises (including, without limitation, sampling, boring, drilling, or other physically intrusive testing, and the completion of a Phase II environmental Assessment) (collectively, the “*Activities*”), at the sole cost and expense of Entrant, but only upon the terms and conditions set forth in this Agreement.

4. Performance of Activities.

(a) Performance of the Activities shall be coordinated with a representative of Owner to minimize unreasonable interference with normal operation of the Premises. All Activities at the Premises shall be performed during normal business hours or at such other times and on such days of the week as Owner shall determine in its reasonable discretion and shall be performed in a manner that will not have any material adverse effect on Owner, or any other person or entity granted rights of use and occupancy through Owner, their respective agents, employees or invitees, or all of them.

(b) Upon completion of the Activities, Entrant shall, at its sole cost and expense, promptly remove and dispose of off of the Premises, in accordance with all Environmental Laws, all equipment, material, soil, water and debris which exists on the Premises as a result of Entrant's collection of samples from the Premises.

(c) Entrant shall use commercially reasonable efforts to cause its environmental consultant, to reasonably cooperate and coordinate with Owner for the collection of samples of any testing of soils or ground water at the Premises in accordance with Section 6 of this Agreement.

(d) All Activities performed at the Premises by Entrant or the Permitted Parties shall, once begun, be completed with reasonable diligence and paid for in full by Entrant, free and clear of all mechanic's or other liens and encumbrances, and shall be performed in accordance with all applicable statutes, ordinances, rules, regulations, orders and requirements of any Governmental Authority, including without limitation, Environmental Laws. All Activities performed by Entrant or the Permitted Parties shall be done in a good and workmanlike manner, and, subject to Section 6 of this Agreement, in such a manner so as not to cause any unreasonable damage to the Premises or unreasonable interference with the use and occupancy of the Premises by Owner, or any other person or entity granted rights of use and occupancy through Owner, or their respective agents, employees or invitees. Entrant shall restore, repair or replace, as the case may be, any damage to the Premises caused by the Activities to substantially the same condition as existed at the time the Activity which caused such damage commenced.

5. Insurance.

(a) Prior to entry upon the Premises, Entrant shall deliver or, as applicable, cause the Permitted Parties to deliver, to Owner ACORD certificates evidencing that Entrant and/or the Permitted Parties, as applicable, maintain: (i) commercial general liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00), combined single limit in form and substance adequate to insure against all liability of Entrant and the Permitted Parties, respectively, and each of their respective agents, employees and contractors, arising out of Activities at the Premises or any part thereof made on Entrant's behalf, including: (A) contractual liability insurance providing coverage for Entrant's indemnity obligations under this Agreement and (B) an endorsement for hired and non-owned automobile coverage against

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personal injury and death and property damage with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00); (ii) not less than Two Million and 00/100 Dollars (\$2,000,000.00) of excess/umbrella liability insurance; and (iii) workers' compensation insurance in statutory limits to cover the employees, agents, representatives and contractors of Entrant and/or the Permitted Parties (as applicable) engaged in Activities at the Premises. Such insurance certificates shall be endorsed to name Owner as an additional insured with respect to the foregoing coverage. Each policy shall provide (whether by endorsement or otherwise) that it cannot be canceled without at least thirty (30) days' prior written notice to Owner, and each policy shall be issued by a recognized, responsible insurance company licensed to do business in the State of New Jersey.

(b) Entrant shall furnish or cause the applicable Permitted Parties to furnish to Owner and cause to be maintained and kept in effect, without expense to Owner, at all times that any entry is made upon the Premises for purposes of any invasive testing or sampling, contractor's pollution liability insurance of not less than One Million and 00/100 Dollars (\$1,000,000.00), naming Owner as an additional insured. Each policy shall provide (whether by endorsement or otherwise) that it cannot be cancelled without at least thirty (30) days' prior written notice to Owner, and each policy shall be issued by a recognized, responsible insurance company licensed to do business in the State of New Jersey. Reasonable proof of payment of the premium of each policy and each replacement policy shall also be delivered to Owner.

6. Invasive Testing. Notwithstanding anything to the contrary contained in this Agreement, each of the Permitted Parties shall only undertake soil borings, water samplings or any other physically intrusive or invasive physical investigations in accordance (in all material respects) with an approved sampling plan submitted to Owner at least two (2) Business Days prior to access to the Premises. Additionally, Entrant shall be solely responsible to arrange (or cause the Permitted Parties to arrange) for any utility mark-outs necessitated by any proposed sub-surface investigations prior to undertaking any invasive testing.

7. Notice of Entry. Prior to each entry upon the Premises, Entrant shall, at least two (2) Business Days in advance of each entry if such entry pertains to physically invasive testing, and at least one (1) Business Days in advance of all other entries, notify Owner, in writing, which notice may be by email to jgross@westorange.org, rtrenk@trenkisabel.law, and rbeckelman@wilentz.com, and which shall set forth:

- (a) the date and time of the proposed entry upon the Premises;
- (b) the identity of all persons and entities who will enter upon the Premises;
- (c) the nature, location and extent of all Activities to be performed upon the Premises;
- (d) whether the persons entering upon the Premises shall be wearing any environmental protective gear; and

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(e) the estimated duration of the entry.

8. Documents Generated by Activities. Entrant shall promptly deliver to Owner copies (on a non-reliance basis and without representation or warranty as to the truth, accuracy, or completeness of the information contained therein) of the written results of any inspections, tests, studies, evaluations and/or investigations prepared by third parties for, or otherwise obtained by, Entrant or any of the Permitted Parties in connection with Entrant's Activities, except to the extent subject to the attorney/client privilege, or otherwise confidential. The obligations of Entrant pursuant to this Section will survive any termination of this Agreement.

9. Confidentiality. Entrant and its Permitted Parties and their respective employees, agents and contractors shall keep the Activities, including but not limited to the results of all sampling and all documents generated with respect to the Activities, confidential, except to the extent that (i) applicable law or OPRA does not permit confidentiality, or (ii) Entrant or its Permitted Parties is required to disclose such information pursuant to any orders (including, without limitation, any regulation or order of a regulatory agency), by subpoena or any other legal, administrative or legislative process. The matters and items described in clauses above are herein referred to as the "**Confidential Information**", provided, however, notwithstanding anything contained herein to the contrary, Confidential Information shall not include any information (i) that is or becomes generally available to the general public other than as a result of a disclosure in violation of this Agreement, (ii) that is or becomes available to Entrant or its Permitted Parties from a third party on a non-confidential basis other than through the Activities, (iii) which was or is independently developed by Owner or its Permitted Parties without the use of or reference to Confidential Information provided by Owner or intentionally obtained by Entrant under this Agreement, and (iv) that was available to Entrant or its Permitted Parties prior to the date of this Agreement. If disclosure of the Confidential Information is required pursuant to applicable law, or OPRA, or pursuant to court order or other administrative process, then Entrant, its employees, agents or contractors, as the case may be, shall give immediate written notice to Owner, specifying to whom and why such disclosure is required. Owner shall have the right to interpose all objections that Owner may have to the disclosure, and Entrant shall, and shall cause Entrant's Permitted Parties and their respective employees, agents and contractors, at no cost to Owner, to reasonably cooperate with Owner in connection with such objections, including giving testimony and signing affidavits, certifications or other documentation as may be required by Owner, provided the information contained in the affidavits, certifications or other documentation is true and accurate. Notwithstanding anything to the contrary hereinabove set forth, Entrant may disclose Confidential Information on a need-to-know basis to its and its affiliates' employees, officers, lenders, investigators, and partners and any agents, consultants and members of professional firms serving it, its affiliates, or their respective potential lenders or investors. If the parties have not entered into a purchase agreement with respect to the Premises prior to the termination of this Agreement, Entrant shall, upon Owner's written request, promptly return (or, at Entrant's election, certify as having destroyed) all copies of materials furnished by Owner or Owner's representatives to Entrant relating to the Premises, provided, however, Entrant may retain such materials (and any derivative thereof) that (a) may be required by law, regulation or stock exchange rules, (b) are contained in electronic records and files are retained

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pursuant to automated electronic archiving or IT back-up procedures, and (c) are back-up copies of such materials that are retained pursuant to regulatory or investigatory requirements of any Governmental Authority. Prior to the initial entry upon the Premises, Entrant shall advise anyone acting on behalf of Entrant, including the Permitted Parties, of the terms of this confidentiality provision and their obligation to be bound by it. This confidentiality provision shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

10. Indemnification. Except to the extent that any of the following arise in whole or in part from (i) any mere discovery by Entrant or any of Permitted Parties of any pre-existing conditions at the Premises, (ii) any diminution in the value of the Premises as a consequence of the results revealed by any tests, inspections, examinations and/or investigations, or (iii) the gross negligence or willful misconduct of the Owner Parties or any other person or entity granted rights of use and occupancy through Owner, Entrant shall indemnify, defend and hold the Owner Parties harmless from and against all claims, liabilities, actual losses, penalties, damages (excluding punitive, consequential, special, or indirect damages) and actual out-of-pocket costs, including, without limitation, reasonable third-party legal, engineering and other professional or expert fees and expenses, which are caused by Entrant and/or the Permitted Parties' Activities on the Premises. Except to the extent that any personal injury or property damage arises in whole or in part from the gross negligence or willful misconduct of the Owner Parties, Entrant releases and covenants not to sue the Owner Parties with respect to any personal injury or property damage suffered by Entrant, any of the Permitted Parties, their respective employees, representatives, agents and/or any third party, resulting directly or indirectly, wholly or partly, from the breach of this Agreement or the Activities of Entrant or the Permitted Parties or both. This Section 10 shall survive the termination of this Agreement for a period of one (1) year.

11. Notices. Except for the notices provided pursuant to Section 7 of this Agreement, all notices or other communications required or permitted hereunder shall be in writing, and shall be given by any nationally recognized overnight delivery service with proof of delivery, or by e-mail (provided that such e-mail is confirmed by the sender by expedited delivery service in the manner previously described), sent to the intended addressee at the addresses set forth below, or to such other addresses or to the attention of such other persons as the addressee will have designated by written notice sent in accordance herewith. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement will be as follows:

If to Owner:

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

with a copy to:

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Trenk Isabel, P.C.

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

and:

Wilentz, Goldman & Spitzer, P.A.

Attention: Carmella Seslar
90 Woodbridge Center Drive
Suite 900, Box 10
Woodbridge, New Jersey 07095
Email: rbeckelman@wilentz.com

If to Entrant:

Hackman Capital Partners, LLC

4060 Ince Boulevard
Culver City, California 90232
Attn: Brent Ilouljian, General Counsel and Managing Principal
Phone: (310) 943-8742
Fax: (310) 473-8827
E-mail: bilouljian@hackmancapital.com

with a copy to:

Cecilia I. Lassiter, Esq.
Sills Cummis & Gross P.C.
One Riverfront Plaza
Newark, NJ 07102
classiter@sillscummis.com

and

Gibson, Dunn & Crutcher LLP
2029 Century Park East, Suite 4000
Los Angeles, California 90067
Attention: Stuart A. Graiwer, Esq.
Phone: (310) 551-8718
Fax: 310-552-7028
E-mail: SGraiwer@gibsondunn.com:

Notices given by (i) overnight delivery service as aforesaid shall be deemed received and effective on the first Business Day following such dispatch and (ii) e-mail as aforesaid (including but not limited to sending a copy of the e-mail via overnight courier) shall be deemed given at the time and on the date of the e-mail provided same is sent prior to 4:00 p.m. (Eastern Time) on a Business Day (if sent later, then notice shall be deemed given on the next Business Day). Notices may be given by counsel for the parties described above, and such notices shall be deemed given by said party for all purposes hereunder.

12. Termination.

(a) Owner shall have the right to terminate this Agreement, with or without cause, and without any liability to Entrant, upon written notice to Entrant following the termination of negotiations for the potential purchase of the Premises by Entrant or its affiliate.

(b) This Agreement and the right of access shall automatically terminate on the earliest of: (a) the date that is forty-five (45) days after the date hereof; (b) the date of the parties' mutual execution and delivery of a purchase agreement for the Premises; and (c) the date of Owner's delivery of a written notice to Entrant terminating this Agreement.

13. Survival. Except as otherwise expressly set forth herein, the obligations imposed upon Entrant shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

14. Cumulative Rights. Nothing contained herein shall constitute a waiver of any rights that Owner may have against Entrant.

15. Choice of Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties acknowledge that this Agreement has been executed and delivered in the State of New Jersey, and the parties submit to the jurisdiction of the courts of the State of New Jersey.

16. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No change, addition or modification to this Agreement shall be effective unless signed in writing by all parties.

17. Prohibition on Assignment. Entrant and the Permitted Parties shall not assign any rights or delegate any responsibility imposed under this Agreement.

18. References. In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Agreement may require.

19. Binding Nature. This Agreement shall be binding upon Entrant, its successors and permitted assigns, and shall inure to the benefit of Owner, its successors and assigns.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when assembled to include a signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed agreement. All such fully executed counterparts will collectively constitute a single agreement. The delivery of an executed counterpart of this Agreement via electronic means, such as e-mail, shall be as legally binding on the party so delivering same as the delivery of a counterpart bearing an original signature.

21. Prohibition on Recordation. Entrant shall not record this Agreement.

22. Exculpation. Neither the direct or indirect members, managers, employees or agents of Owner or Entrant, nor the shareholders, officers, directors, employees or agents of any of them shall be liable under this Agreement and all parties hereto shall look solely to the assets of Owner or Entrant, as applicable, for the payment of any claim or the performance of any obligation by Owner or Entrant, as the case may be.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

OWNER:

TOWNSHIP OF WEST ORANGE

a body corporate and politic of the State of New Jersey

By: _____

Name: John O. Gross

Title: Business Administrator

[Signatures continue on the following page.]

ENTRANT:

HACKMAN CAPITAL ACQUISITION COMPANY, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Signatory

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SCHEDULE 1

DEFINED TERMS

“Activities” has the meaning ascribed to such term in Section 3 of this Agreement.

“Agreement” has the meaning ascribed to such term in the heading.

“Business Day” means any day other than a Saturday, Sunday or a day on which national banking associations are authorized or required to close.

“Confidential Information” has the meaning ascribed to such term in Section 10 of this Agreement.

“Entrant” has the meaning ascribed to such term in the heading of this Agreement.

“Environmental Laws” mean all applicable federal, state and local laws, ordinances, rules, regulations, codes or orders, including, without limitation, any requirement imposed under any permits, licenses, judgments, decrees, agreements or recorded covenants, conditions, restrictions or easements, the purpose of which is to protect the environment, human health, public safety or welfare, or which pertain to Hazardous Materials.

“Governmental Authority” means the federal, state, county or municipal government, and any department, agency, bureau or other similar type body obtaining authority therefrom or created pursuant to any Environmental Laws and having jurisdiction over the Premises.

“Hazardous Materials” means any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, processing, treatment, storage, disposal, transportation, spill, or release is regulated, monitored, or subject to reporting by any governmental authority, including, but not limited to, hydrocarbons, petroleum, gasoline, asbestos containing materials, crude oil or any products or byproducts thereof.

“Owner” has the meaning ascribed to such term in the heading of this Agreement.

“Owner Parties” means, collectively, (1) Owner; (2) Owner’s property manager (if any); (3) any direct or indirect owner of any beneficial interest in Owner; and (4) any officer, director, employee, representative or agent of Owner, Owner’s property manager, or any direct or indirect owner of any beneficial interest in Owner.

“Parties” has the meaning ascribed to such term in the heading of this Agreement.

“Permitted Parties” has the meaning ascribed to such term in the recitals of this Agreement.

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“Premises” has the meaning ascribed to such term in the recitals of this Agreement.

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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 April 26, 2022, the Township Council adopted Resolution 122-22, based upon the recommendations of the West Orange Cannabis Business Advisory Taskforce (the “Taskforce”), constituting a Resolution of Local Support for applicant **KEMISTRY, LLC** to operate a proposed cannabis retail microbusiness at a proposed location at 24 Park Avenue; and

WHEREAS, as part of the application submitted by Kemistry, LLC, the applicant provided a letter of intent from the owner of the property at 24 Park Avenue to lease the premises to the applicant; and

WHEREAS, the Taskforce has since received a new application for a proposed cannabis retail microbusiness at the same property at 24 Park Avenue which included an executed lease for the property executed by the owner of the proposed property; and

WHEREAS, the Taskforce sent a letter to Kemistry, LLC to confirm whether they are proceeding with the proposed cannabis retail microbusiness or whether the Township must revoke Resolution 122-22 based on the fact that the property will no longer be available to them; and

WHEREAS, Kemistry, LLC advised that it cannot proceed at the proposed property at 24 Park Avenue; and

WHEREAS, Kemistry, LLC has advised that it still seeks to pursue a Cannabis Retail Microbusiness at a new proposed location.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Resolution 122-22 be rescinded and revoked; and be it further

RESOLVED, the application submitted by Kemistry, LLC shall be deemed a pending application for a resolution of local support subject to an Amendment as to the proposed location of operations; 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, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: October 25, 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, THE LIBRARY OF NEW JERSEY, INC. (the “Applicant”) has submitted a request for Local Support from the Township for a proposed cannabis related business with the proposed location at **24 Park 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 J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: October 25, 2022

TOWNSHIP OF WEST ORANGE
TASKFORCE AND ADVISORY COMMITTEE REGARDING CANNABIS BUSINESS

EVALUATION REPORT

**APPLICATION FOR RESOLUTION OF LOCAL SUPPORT FOR THE SUITABILITY
OF A CANNABIS BUSINESS WITHIN THE TOWNSHIP OF WEST ORANGE –
CANNABIS RETAIL - MICROBUSINESS**

Overview

The Township of West Orange Taskforce and Advisory Committee Regarding Cannabis Business (the “Taskforce”) presents this Evaluation Report for the evaluation of the application submitted by the Library of New Jersey, Inc. (“Library”) seeking a Resolution of Local Support for the Suitability of a Cannabis Business (“Resolutions of Local Support”) consistent with N.J.A.C. 17:30-5.1(g) of the regulations promulgated by the New Jersey Cannabis Regulatory Commission (the “Commission”). Library is seeking a Resolution of Local Support as part of its application to operate a Cannabis Retail Microbusiness within the Township of West Orange (the “Township”).

Library submitted their application for a Resolution of Local Support (the “Application”) on July 19, 2022. On July 27, 2022, the Township was provided a letter from the Commission advising that Library was awarded a conditional license to allow Library to “move forward in the licensing process and apply for an annual license through an abbreviated licensing process.”

Library’s initial application listed a proposed Cannabis Retail location at 78 Ashland Avenue with a letter of intent from the owners of the property at 78 Ashland Avenue and did not include corporate formation documents as required as part of the Application. Library was advised that the corporate formation documents would be needed in order for the Application to proceed. In response, on August 18, 2022, Library forwarded its Certificate of Formation to the Taskforce. Later that evening, the Taskforce held a meeting wherein they reviewed and discussed Library’s Application without having the benefit of reviewing Library’s corporate formation documents. The Taskforce tabled the application to allow for additional review based on the supplemented documents.

On August 22, 2022, Library provided additional documents to the Taskforce, including a proposed lease agreement for a new location for Library’s proposed cannabis microbusiness at 24 Park Avenue. On August 30, 2022, Library provided a fully executed copy of the lease agreement at 24 Park Avenue.

On September 14, 2022, the Taskforce discussed these changes to Library Application. Specifically, the Taskforce addressed the fact that this new proposed location for 24 Park Avenue was already a proposed location for the Application submitted by Applicant Kemistry,

LLC (“Kemistry”) and that a Resolution of Local Support had already been issued to Kemistry by way of the Township Council’s adoption of Resolution 122-22 on April 26, 2022.

The Taskforce determined that until confirmation could be obtained from Kemistry that it was no longer proceeding with 24 Park Avenue as its proposed location for a cannabis retail microbusiness, it could not proceed on a Resolution of Local Support for that same property to a different applicant.

On September 27, 2022, the Taskforce issued a letter to Kemistry to request confirmation that it would not be proceeding with 24 Park Avenue as a proposed location for Kemistry’s cannabis retail microbusiness. On October 3, 2022, Kemistry confirmed that it was not proceeding with 24 Park Avenue as its proposed location, but that it was in the process of obtaining a new proposed location for its cannabis retail microbusiness.

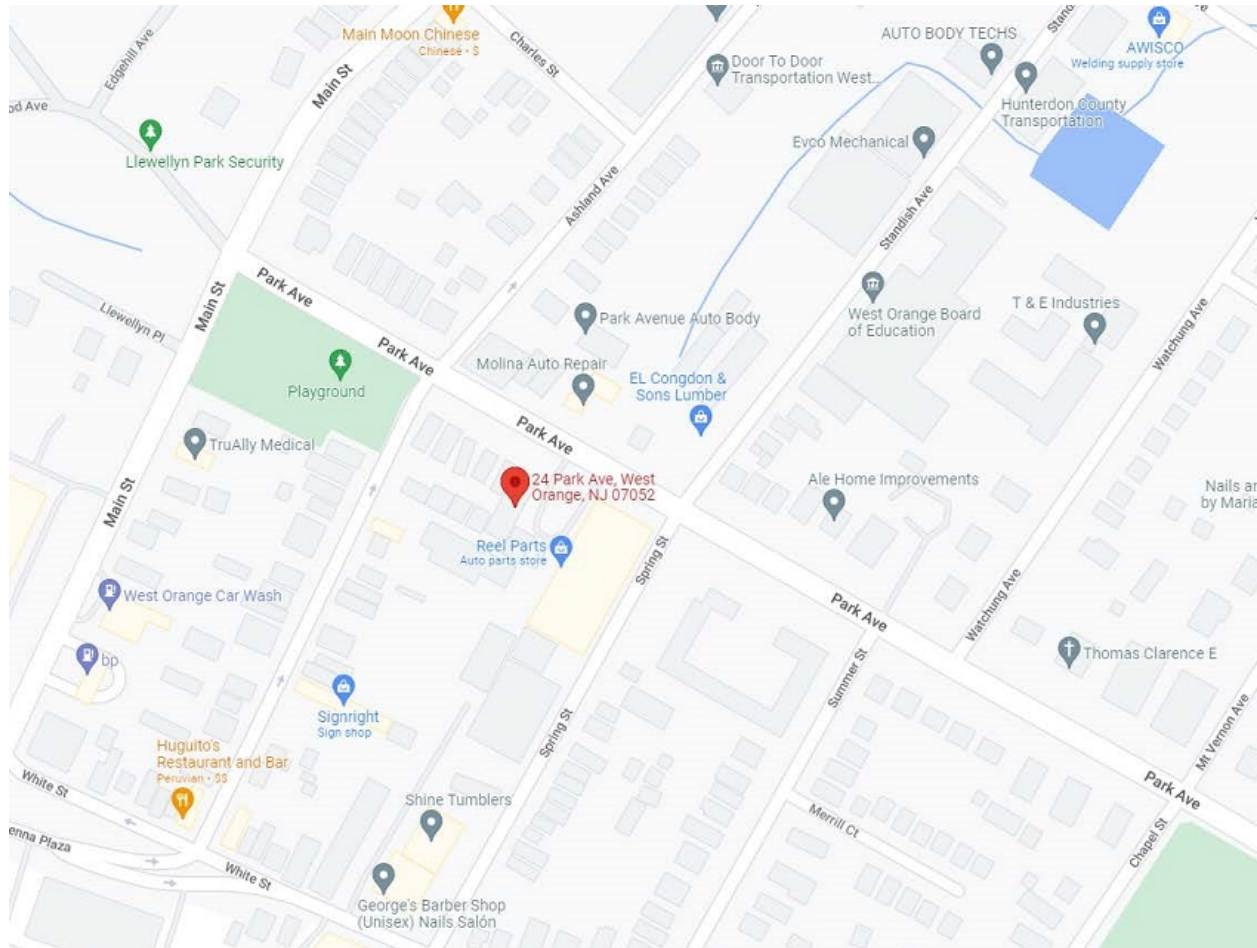
On the evening of October 10, 2022, the Taskforce met to review Library’s Application, including a meeting with representatives from Library via Zoom video conference. Corey Dishmen and Charles Penn appeared before the Taskforce on behalf of Library to discuss the Application for a Resolution of Local Support.

In addition, the Committee utilized a legal advisor to assist in evaluating Library’s application and preparation of this Evaluation Report: Mark Y. Moon, Esq. from the office of the Township Attorney, Richard D. Trenk, Esq.

Evaluation

	<u>NAME</u>	<u>PROPOSED LOCATION</u>
	The Library of New Jersey, Inc.	24 Park Avenue

In its application, Library proposes the operation of a Cannabis Retail Microbusiness at 24 Park Avenue. The location is within an I Zone which includes Cannabis Retail as a conditional use within the zone.



As the proposed location of Library's proposed Cannabis Retail Microbusiness had previously been evaluated when the Taskforce recommended issuance of a Resolution of Local Support to Kemistry, the Taskforce reiterated its determination that the location and building facility at the location were suited for the operation of a Cannabis Retail Microbusiness.

As noted in the Evaluation Report for Kemistry, the proposed location has a two-story office building with a parking lot also located on the property. The building also has an attached garage located at the back of the parking area.



During its presentation to the Taskforce Mr. Dishman described his ties to the Township community advising that he was a resident of the Township with children who attended West Orange schools. He emphasized his deep fondness and connection to the West Orange community and his dedication to contribute to the community.

Library reiterated that it was a certified minority owned business enterprise and confirmed that it had obtained a certification from the State of New Jersey.

Both Mr. Dishman and Mr. Penn discussed their background, experience, and expertise in the cannabis industry demonstrating both their knowledge regarding the finance and retail components that are critical to the successful operation of a cannabis retail business.

Library discussed some of the initial media attention it received when it represented in 2021 that it wanted to be “the state’s first Black-owned recreational cannabis retail shop.” See <https://patch.com/new-jersey/westorange/west-orange-man-wants-bring-marijuana-shop-his-hometown>

In response to questions from the Taskforce, Library addressed its relationship with AYR Wellness, a national vertically integrated cannabis company. Library explained that AYR Wellness was an investor in the enterprise, but would not have any ownership or operational control of the proposed Cannabis Retail Microbusiness. Instead, Library explained that AYR support and partial funding of the proposed Cannabis Retail Microbusiness was simply a bridge

investment to assist in the initial formation of the operations in support of minority owned business.

Library also addressed questions and concerns regarding the environmental innovations it intended to implement in its operations to minimize the amount of waste generated in operations and the security measures it intended to implement at the proposed location.

Mr. Dishman emphasized Library's commitment to education and training as a means of fostering opportunities for Township residents to both counteract the misinformation about the cannabis industry and to provide professional training and opportunities for those interested in potential career opportunities in the industry.

Library also addressed specific concerns regarding the types of products that it intended on selling at its retail microbusiness advising that vape products would constitute a minimal percentage of inventory at its proposed Cannabis Retail Microbusiness.

Therefore, based on these reasons, the Taskforce recommends the issuance of a Resolution of Local Support for Library.

Conclusion/Recommendation

Based on the Taskforce's review and evaluation of Library's application and for the reasons set forth in this Evaluation Report, the Taskforce recommends to the Township Council that it adopt a Resolution of Local Support for the Suitability of a Cannabis Business consistent with N.J.A.C. 17:30-5.1(g) to the Library.

October 25, 2022

New Jersey Cannabis Regulatory Commission
c/o The Library of New Jersey, Inc.
712 Trotting Road
Union, NJ 07083

**Re: The Library of New Jersey, Inc.
Letter of Confirmation Compliance with Township of West Orange Zoning
Requirements**

Dear New Jersey Cannabis Regulatory Commission:

I am the Zoning Official for the Township of West Orange (the “Township”) and I have prepared and provided this letter pursuant to N.J.A.C. 17:30-5.1(f)(1) of the regulations promulgated by the New Jersey Cannabis Regulatory Commission (the “Commission”).

Under the current zoning provisions of the Township Municipal Code, all category of cannabis businesses are permitted conditional uses in industrial zoning districts and cannabis retail is a permitted condition use in business zoning districts. The following are the conditions for cannabis businesses as enumerated in Chapter 25, Section 24.2(b)(2)(o) of the Municipal Code:

(o) Licensed Cannabis Entities. Licensed Cannabis Retailers and Licensed Medical Cannabis Dispensaries shall be permitted as a conditional use in the B-1, B-2, and I Districts. All other Licensed Cannabis Entities shall be permitted as a conditional use in the I Districts. These conditional uses shall be subject to the following conditions:

(1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.

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

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

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

(5) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment.

(6) A Licensed Cannabis Entity shall meet of the required security measures as set forth in Chapter 5, Section 34 of the Township of West Orange Municipal Code.

(7) Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited from all Licensed Cannabis Entities.

I have reviewed the submissions of the Library of New Jersey, Inc. regarding their request for a resolution of local support, including the identification of the proposed Cannabis Entity to operate within the Township. The proposed location of Cannabis Entity is **24 Park Avenue, West Orange, New Jersey 07052**. Under the Township's current zoning map, the location is within the I zone.

Subject to the Library of New Jersey, Inc's ability to obtain both a license from the Commission and a local license from the Township, including compliance with the required security measures under the Township Municipal Code and approval for any signage from one of the Township's land use boards, the operation of the proposed Cannabis Entity is in compliance with the zoning requirements for the I zone.

Disclaimer: The letter does NOT constitute a declaration or promise that the Library of New Jersey, Inc. shall receive any required approvals from any of the Township's land use boards, but the Library of New Jersey, Inc. shall be required to proceed with any such application and approval process as needed; (2) constitute a declaration or promise that the Library of New Jersey, Inc. shall be issued a license by the Township to operate a cannabis related business, but the Library of New Jersey, Inc. shall be required to apply for such a license with the Township as set forth in the Township Municipal Code; and (3) constitute a declaration or promise that the Library of New Jersey, Inc. shall receive any approvals as needed from any department of the Township, but the Library of New Jersey, Inc. shall be required to apply for such approvals consistent with all applicable laws.

The Township reserves the right to revoke or revise this letter to the Commission.

Very truly yours,

RESOLUTION

WHEREAS, pursuant to the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act in 2021 (the “State Statute”) and the N.J.A.C. 17:30-5.1(g) of the regulations promulgated by the New Jersey Cannabis Regulatory Commission (the “Commission”) applicants for a state license to operate a cannabis business within the State of New Jersey must 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, the Township through the Taskforce has accepted, reviewed, and evaluated application for resolutions of Local Support from applicants seeking to operate a cannabis related business within the Township; and

WHEREAS, the Township Council has adopted five (5) resolutions of Local Support to applicants who now have pending applications for licenses from the Commission (the “Commission Applicants”); and

WHEREAS, the Township seeks to temporarily suspend the consideration of

applications for resolutions of Local Support to monitor how these Commission Applicants are pending with the Commission for licenses from the State of New Jersey; and

WHEREAS, the Township seeks to allow the Taskforces to shift focus on finalizing the application process for Local Licenses to be issued by the Township and for the review and evaluation of applications for Local Licenses as the Commission Applicants obtain licenses for from the State of New Jersey and must come back to the Township for Local Licenses to operate a cannabis business within the Township; and

WHEREAS, the Township seeks to provide notice to prospective Applicants for Resolutions of Local Support sufficient time to finalize and submit their respective applications for Resolutions of Local Support and allow acceptance of applications until **December 1, 2022**.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that as of **December 1, 2022**, the Township will suspend the acceptance and consideration of applications for Resolutions of Local Support pending the outcome of the applications of the Commission Applicants or until such time as the Township determines to end this temporary suspension; and be it further

RESOLVED, that notice shall be posted on the Township website advising that the Township will temporarily suspend the consideration of application for resolutions of Local Support as of **December 1, 2022**; 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, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: October 25, 2022

Exhibit “A”

Property Address:
85 Mitchell Street
West Orange, NJ 07052
Block 26 Lot 10.06

SUBORDINATION OF MORTGAGE

made **October 20, 2022**

BETWEEN

Township of West Orange residing or located at: **66 Main Street, West Orange, NJ 07052**
herein designated as the Subordinator;

AND

Freedom Mortgage Corporation, ISAOA/ATIMA located at: **907 Pleasant Valley Avenue, Mount Laurel, NJ 08054**

herein designated as the Subordinatee;

WHEREAS, the Subordinator is the holder of a mortgage, originally in the amount of **\$39,925.00** and the bond, note or other obligation secured therein, dated **July 31, 2010** and was made by **Stephayne Moffett-Patterson and Yvonne Fields**, to **West Orange Township** recorded **November 9, 2010** in the **Essex** County Clerk/Register's Office in Book **12283** Page **345** for the property commonly known as **85 Mitchell Street** and located at Block **26**, Lot **10.06** on the tax map of the Township of West Orange (the "Property").

WHEREAS, the Subordinatee desires to place a First Lien Priority Mortgage on lands and premises owned by Stephayne Moffett-Patterson and Jermaine Green, Married couple at the Property; which First Lien Mortgage, the owner desires to grant to Subordinatee.

WHEREAS, the Subordinatee will receive, accept and record a First Lien Mortgage and require that the aforementioned mortgage held by the Subordinator shall be subordinated and postponed to the First Lien Mortgage to be granted by Subordinatee.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR and other good and valuable consideration the receipt whereof is hereby acknowledged, the Subordinator hereby accepts and agrees that the mortgage of the Subordinator shall be subject, subordinate and inferior to the First Lien Mortgage about to be granted to the Subordinatee, and to all renewals and extensions, notwithstanding the prior execution and recording of the mortgage of the Subordinator, in the amount of but not exceeding **\$356,125.00**.

References herein to any parties, persons, entities or corporations, the use of any particular gender of the plural or singular number is intended to include the appropriate gender or numbers of the text of the within instrument may require.

Whenever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

Subordination of Mortgage

IN WITNESS WHEREOF, the Subordinator has signed and sealed this Subordination of Mortgage, or if a Corporation, has caused this Subordination to be signed by its proper corporate officers and its corporate seal to be affixed, the day and year first above written.

Effective as of this _____ day of _____, 2022.

By _____
(Signature)

(Printed Name)

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL:

State of _____)

County of _____)

On the _____ day of _____, in the year 2022, before me the undersigned,
personally appeared _____, who proved to me on the basis of
satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to
me that they executed the same in their capacity and that by their signature on the instrument, the individual or the
person upon behalf of which the individual acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

Signature of Notary Public (Notary Seal)

My Commission Expires: _____

Notary Name and Date:

RECORD & RETURN
GUARDIAN TITLE SERVICES LLC
345 CENTRE ST, SUITE 2
NUTLEY NJ 07110

LEGAL DESCRIPTION

File Number: GTS-50340

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Orange, County of Essex, and State of New Jersey and is bounded and described as follows:

BEGINNING at a point in the northerly line of Mitchell Street, 50 feet wide, as shown on the Tax Assessment Map for the Township of West Orange, said point being distant 386.85 feet westerly along the said northerly line of Mitchell Street from the point of intersection formed with the westerly line of Valley Road, 49.5 feet wide; and running thence

1. North 57 degrees 03 minutes no seconds West, along the said northerly line of Mitchell Road, a distance of 57.15 feet to a point, thence;
2. North 32 degrees 57 minutes 00 seconds East, along the easterly line of Lot 10.01, Block 26, a distance of 102.51 feet to a point, thence;
3. South 59 degrees 08 minutes 00 seconds East, along the southerly line of Lots 30.02 and 30.03, Block 26, a distance of 57.19 feet to a point; thence
4. South 32 degrees 57 minutes 00 seconds West, along the westerly line of Lot 10.07, Block 32, a distance of 104.59 feet to a point in the said northerly line of Mitchell Street and the point of BEGINNING.

Tax Lot: 10.06 Block: 26 Tax Map of the Township of West Orange, County of Essex, State of New Jersey

NOTE: Lot and Block shown for informational purposes only.

NOTE FOR INFORMATION ONLY: Mailing Address is 85 Mitchell St, West Orange, NJ 07052-5105

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Westcor Land Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 Yvonne Fields and Stephayne Moffet-Paterson (collective the “Owners”) residing at 85 Mitchell Street, also identified as Block 26, Lot 10.06 on the tax map of the Township (the “Property”), in the amount of Thirty Nine Thousand, Nine Hundred Twenty Five Dollars (\$39,925.00), which was dated July 31, 2010 and recorded in the Essex County Register’s Office on November 19, 2010 as Instrument No. 10086390 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Cenlar in the outstanding amount of Two Hundred Twelve Thousand Nine Hundred Seventy-Five Dollars (\$212,975) (the “First Mortgage”) with an interest rate of 4.125%; and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Freedom Mortgage in the amount of Three Hundred Ninety-Six Thousand Eight Hundred Twenty-Five Dollars (\$396,825) with an interest rate of 6.75% (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 \$545,000; 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;

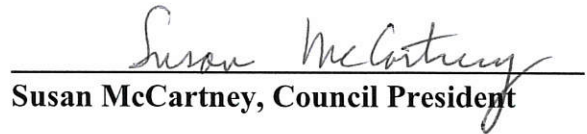
NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Attachment “A,” in favor of Freedom

Mortgage 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, RMC, Municipal Clerk


Susan McCartney, Council President

Adopted: October 25, 2022

Exhibit “A”

Subordination of Mortgage

Prepared by: (print signer's name below signature)

Catherine Moyano, Guardian Title Services

Property Address:
85 Mitchell Street
West Orange, NJ 07052
Block 26 Lot 10.06

SUBORDINATION OF MORTGAGE

made **October 20, 2022**

BETWEEN

Township of West Orange residing or located at: **66 Main Street, West Orange, NJ 07052**
herein designated as the Subordinator;

AND

Freedom Mortgage Corporation, ISAOA/ATIMA located at: **907 Pleasant Valley Avenue, Mount Laurel, NJ 08054**
herein designated as the Subordinatee;

WHEREAS, the Subordinator is the holder of a mortgage, originally in the amount of **\$39,925.00** and the bond, note or other obligation secured therein, dated **July 31, 2010** and was made by **Stephayne Moffett-Patterson and Yvonne Fields**, to **West Orange Township** recorded **November 9, 2010** in the **Essex** County Clerk/Register's Office in Book **12283** Page **345** for the property commonly known as **85 Mitchell Street** and located at Block **26**, Lot **10.06** on the tax map of the Township of West Orange (the "Property").

WHEREAS, the Subordinatee desires to place a First Lien Priority Mortgage on lands and premises owned by **Stephayne Moffett-Patterson and Jermaine Green**, Married couple at the Property; which First Lien Mortgage, the owner desires to grant to Subordinatee.

WHEREAS, the Subordinatee will receive, accept and record a First Lien Mortgage and require that the aforementioned mortgage held by the Subordinator shall be subordinated and postponed to the First Lien Mortgage to be granted by Subordinatee.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR and other good and valuable consideration the receipt whereof is hereby acknowledged, the Subordinator hereby accepts and agrees that the mortgage of the Subordinator shall be subject, subordinate and inferior to the First Lien Mortgage about to be granted to the Subordinatee, and to all renewals and extensions, notwithstanding the prior execution and recording of the mortgage of the Subordinator, in the amount of but not exceeding **\$356,125.00**.

References herein to any parties, persons, entities or corporations, the use of any particular gender of the plural or singular number is intended to include the appropriate gender or numbers of the text of the within instrument may require.

Whenever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

Subordination of Mortgage

IN WITNESS WHEREOF, the Subordinator has signed and sealed this Subordination of Mortgage, or if a Corporation, has caused this Subordination to be signed by its proper corporate officers and its corporate seal to be affixed, the day and year first above written.

Effective as of this 25th day of OCTOBER, 2022.

By

(Signature)

ROBERT D. PARISI

(Printed Name)

MAYOR

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL:

State of

N.J.

County of

Essex

On the 26 day of October, in the year 2022, before me the undersigned,

personally appeared Robert D. Parisi, who proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

Signature of Notary Public

(Notary Seal)

My Commission Expires:

Notary Name and Date:



RECORD & RETURN
GUARDIAN TITLE SERVICES LLC
345 CENTRE ST, SUITE 2
NUTLEY NJ 07110

LEGAL DESCRIPTION

File Number: GTS-50340

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Orange, County of Essex, and State of New Jersey and is bounded and described as follows:

BEGINNING at a point in the northerly line of Mitchell Street, 50 feet wide, as shown on the Tax Assessment Map for the Township of West Orange, said point being distant 386.85 feet westerly along the said northerly line of Mitchell Street from the point of intersection formed with the westerly line of Valley Road, 49.5 feet wide; and running thence

1. North 57 degrees 03 minutes no seconds West, along the said northerly line of Mitchell Road, a distance of 57.15 feet to a point, thence;
2. North 32 degrees 57 minutes 00 seconds East, along the easterly line of Lot 10.01, Block 26, a distance of 102.51 feet to a point, thence;
3. South 59 degrees 08 minutes 00 seconds East, along the southerly line of Lots 30.02 and 30.03, Block 26, a distance of 57.19 feet to a point; thence
4. South 32 degrees 57 minutes 00 seconds West, along the westerly line of Lot 10.07, Block 32, a distance of 104.59 feet to a point in the said northerly line of Mitchell Street and the point of BEGINNING.

Tax Lot: 10.06 Block: 26 Tax Map of the Township of West Orange, County of Essex, State of New Jersey

NOTE: Lot and Block shown for informational purposes only.

NOTE FOR INFORMATION ONLY: Mailing Address is 85 Mitchell St, West Orange, NJ 07052-5105

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Westcor Land Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

RESOLUTION

WHEREAS, on April 26, 2022, Purchaser, West Orange Senior Housing Urban Renewal, LLC and the Township entered into an Agreement of Sale and Purchase of a portion of Block 68, Lot 1 (“Original Agreement”); and

WHEREAS, on July 26, 2022, Purchaser and Seller entered into an amendment to the Original Agreement (“Amended Agreement”); and

WHEREAS, Purchaser and Seller have agreed it is to their mutual benefit to further amend the Amended Agreement;

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the proposed Second Addendum to the Agreement be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute the Addendum and the Municipal Clerk may attest to the Mayor’s signature.

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

Susan McCartney
Council President

Adopted: October 25, 2022

**SECOND AMENDMENT TO SALE AND PURCHASE AGREEMENT
BETWEEN TOWNSHIP OF WEST ORANGE as “SELLER” and WEST ORANGE
SENIOR HOUSING URBAN RENEWAL, LLC
(formerly West Orange Senior Housing, LLC) as “PURCHASER”**

THIS SECOND AMENDMENT TO THE SALE AND PURCHASE AGREEMENT (“**Second Amendment**”) is made this ____ day of September, 2022 (the “**Effective Date**”) between, the Township of West Orange, a public body politic and corporate of the State of New Jersey, having an address at 66 Main Street, West Orange, New Jersey (the “**Seller**”), and West Orange Senior Housing Urban Renewal, LLC, having an address of 1 Parker Plaza, Fort Lee, New Jersey, formerly known as West Orange Senior Housing, LLC (the “**Purchaser**”).

WHEREAS, Purchase and Seller entered into an Agreement of Sale and Purchase dated April 26, 2022 (the “**Original Agreement**”) for the real property commonly known as the Library property, West Orange, New Jersey, otherwise known as a portion of Block 68, Lot 1 on the tax map of the Township of West Orange and adjacent unnamed right-of-way, and more particularly described on Exhibit A and B attached to the Original Agreement (“**Property**”); and

WHEREAS, Purchaser and Seller entered into an amendment to the Original Agreement dated July 26, 2022 (the “Original Agreement as amended is referred to as the “**Amended Agreement**”); and

WHEREAS, the parties have agreed it is to their mutual benefit to amend the Amended Agreement.

NOW, THEREFORE, Seller and Purchaser agree, for good and valuable consideration, as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Amended Agreement, unless the context otherwise requires.

2. The following is added to Section 6 of the Amended Agreement:

Provided the Purchaser is prepared to close the transfer of the Property, the Seller agrees the closing and transfer of the Property shall be concluded on or prior to March 31, 2023 with TIME BEING OF THE ESSENCE. Further, Seller agrees to vacate and remove all of its personal property from the Property prior to such date to the reasonable satisfaction of the Purchaser.

Sellers shall have the right to store its personal property currently located in the Property (that is, books and bookshelves and similar property) in that portion of the building located on the Property that is not planned to be demolished for a reasonable time after March 31, 2023 to be agreed to by the Purchaser.

3. Section 10b is changed to read as follows:

If the Seller defaults hereunder, the Purchaser's sole and exclusive remedy shall be to terminate this Agreement; provided that if the default is Seller's failure to close the transfer of the Property by March 31, 2023 – TIME OF THE ESSENCE – then Purchaser can pursue specific performance of the transfer of the Property to Purchaser.

4. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same instrument. This Second Amendment may be transmitted between Purchaser and Seller by facsimile machine or by email transmission. Purchaser and Seller intend that signatures so transmitted constitute original signatures and that this Second Amendment containing the signature (original or as so transmitted) of all the parties is binding on Purchaser and Seller.

5. All provisions of the Amended Agreement that are not expressly amended herein shall remain in full force and effect. In the event any provisions of the Amended Agreement are inconsistent with this Second Amendment, the provisions of this Second Amendment shall control.

(signature page to follow)

IN WITNESS WHEREOF, each party hereto, being authorized to do so and intending to be legally bound hereby, has duly entered into this Amendment on the date set forth above.

SELLER:

TOWNSHIP OF WEST ORANGE

By: _____

Name: Robert D. Parisi

Title: Mayor

PURCHASER:

WEST ORANGE SENIOR HOUSING URBAN
RENEWAL, LLC formerly known as WEST
ORANGE SENIOR HOUSING, LLC

By: _____

Name: Joseph Alpert

Title: Sole Member

BOND ORDINANCE FUNDING AN EMERGENCY APPROPRIATION PROVIDING FOR THE LOCAL UNIT'S ALLOCABLE SHARE OF THE UNFUNDED PORTION OF PHASE I OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "LOCAL UNIT"); APPROPRIATING \$2,725,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,725,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

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

SECTION 1. The improvements described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Joint Meeting of Essex and Union Counties (the "Joint Meeting") on behalf of the Township of West Orange, in the County of Essex, State of New Jersey (the "Local Unit") as general improvements. For the said improvements stated in Section 3, there is hereby appropriated the amount of \$2,725,000. Pursuant to the provisions of N.J.S.A. 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as this bond ordinance authorizes obligations for environmental infrastructure projects which are funded by loans from the New Jersey Infrastructure Bank (the "I-Bank") and the State of New Jersey, acting by or through the Department of Environmental Protection.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the \$2,725,000 appropriation, negotiable bonds of the Local Unit are hereby authorized to be issued in the principal amount of \$2,725,000 pursuant to, and within all limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Local Unit in a principal amount not exceeding \$2,725,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. The improvements hereby authorized and purposes for the financing of which said debt obligations are to be issued are to fund an emergency appropriation previously adopted by Local Unit to fund the Local Unit's allocable share of the unfunded portion of Phase I of the Joint Meeting of Essex and Union Counties' Flood Mitigation Facilities Project consisting of the construction of an Effluent Pumping Station, which will be connected to the existing twin outfall channels to the Arthur Kill.

a. All improvements shall include, as applicable, all work, materials, equipment, engineering services and design, architectural services and designs, surveying, environmental consulting work, environmental remediation, preparation of plans and specifications, governmental permits, bid documents, conducting and preparation of reports, plans, analysis, and studies, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

b. The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$2,725,000.

c. The aggregate estimated cost of said improvements or

purposes is \$2,725,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a loan, contribution or grant-in-aid to the Local Unit for the improvements authorized hereby and the same shall be received by the Local Unit prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so loaned, contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Local Unit after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply however, with respect to any contribution or grant in aid received by the Local Unit as a result of using such funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Local Unit, provided that no bond anticipation note shall mature later than one (1) year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with the provisions of the New Jersey Infrastructure Trust Act, N.J.S.A. 58:11B-1 ("NJIT Act"). The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Local Unit shall determine all matters in connection with

the bond anticipation notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time in accordance with the provisions of Section 8.1 of the Local Bond Law and, as applicable, the provisions of the NJIT Act. The Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the bond anticipation notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Local Unit hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Local Unit is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

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

a. The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Local Unit may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

b. The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 30 years.

c. The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Local Unit and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services within the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Local Unit, as defined in the Local Bond Law, is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$2,725,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

d. An aggregate amount not exceeding \$78,621.06 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements hereinbefore described.

e. In accordance with N.J.S.A. 40:63-134, bonds authorized and issued by the Local Unit to finance improvements or works for the Joint Meeting

shall not be taken to be included within or governed by any limitation fixed by law to the amount of bonds authorized to be issued by the Local Unit.

SECTION 8. The full faith and credit of the Local Unit are hereby pledged to the punctual payment of the principal of and the interest on the debt obligations authorized by this bond ordinance. The debt obligations shall be direct, unlimited obligations of the Local Unit, and the Local Unit shall be obligated to levy *ad valorem* taxes upon all the taxable property located within the Local Unit for the payment of the principal of and the interest thereon without limitation as to rate or amount.

SECTION 9. The Local Unit reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Local Unit's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 150-2.

SECTION 10. The Local Unit covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued under this ordinance.

SECTION 11. Upon adoption hereof, the Clerk of the Local Unit shall forward certified copies of this bond ordinance to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Local Unit and Joint Meeting, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: October 25, 2022

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

SUSAN MCCARTNEY
Council President

ADOPTED ON SECOND READING
DATED: November 22, 2022

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

SUSAN MCCARTNEY
Council President

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

ROBERT D. PARISI, Mayor
Township of West Orange

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
WITH PLEASANT VALLEY PRODUCTIONS, INC. FOR USE AND OPERATION OF
THE OSKAR SCHINDLER PERFORMING ARTS CENTER**

WHEREAS, the Township of West Orange owns certain facilities known as the Oskar Schindler Performing Arts Center (“OSPAC”) on Boland Drive within the Township of West Orange (the “Premises”); and

WHEREAS, the previous license agreements have expired and not been renewed; and

WHEREAS, in or about 2011, a local group was formed called Pleasant Valley Productions, Inc., (“Pleasant Valley”); and

WHEREAS, Pleasant Valley is a New Jersey not-for-profit organization in good standing under the laws of the State of New Jersey; and

WHEREAS, Pleasant Valley is a not-for-profit community theater based in West Orange whose artistic director Camille DiLorenzo is a lifelong resident of the Township; and

WHEREAS, Pleasant Valley has a mission focused on fostering interest in young artists and has mentored its students through its internship programs with hands-on training and stage management, audio assistance and lighting design; and

WHEREAS, Pleasant Valley has been recognized by the New Jersey Association of Community Theaters with awards and nominations in all categories of theater production. Pleasant Valley has volunteer Board of Trustees whose members have gone on to professional careers in theater as stage managers, production managers and performance artists; and

WHEREAS, on May 14, 2019, the Township Council adopted Ordinance 2570-19 which authorized the execution of a License Agreement allowing Pleasant Valley to operate the OSPAC for a term of three (3) years followed by a month-by-month operation; and

WHEREAS, Pleasant Valley and the Township seek to renew the license agreement, as annexed hereto as Exhibit “**A**,” for a new three (3) year term during which time, Pleasant Valley will continue to operate OSPAC and provide programming to include musical theater productions, concerts for all audiences, children’s theater programs and Township events which constitutes a public purpose consistent with the requirements of N.J.S.A. 40A:12-14(c); and

WHEREAS, Pleasant Valley has advised that its goal in licensing OSPAC is to provide programming to include musical theater productions, concerts for all audiences, children’s theater programs and Township events which constitutes a public purpose consistent with the requirements of N.J.S.A. 40A:12-14(c); and

WHEREAS, Pleasant Valley has agreed to the terms of a License Agreement (the “License Agreement”) wherein Pleasant Valley has agreed to pay to the Township an annual nominal fee of one-dollar (\$1) for use and operation of the OSPAC for a period of three (3) years; and

WHEREAS, Pleasant Valley’s use and operation of the OSPAC will benefit the entire population of the Township which includes at least 48,000 residents.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that the Mayor shall be authorized to negotiate, enter into, execute and deliver the License Agreement, in the form or substantially in the same form with such additions, deletions, and omissions as may be required by Township Counsel, as that attached hereto as Exhibit “**A**,” and as further described in the above recitals which are fully incorporated by reference, and the Municipal Clerk shall be authorized to executed the same documents attesting to the Mayor’s signature; and

BE IT FURTHER ORDAINED the Township Business Administrator shall be designated the Township's official responsible for enforcement of the conditions of the License Agreement; and

BE IT FURTHER ORDAINED, that in accordance with N.J.S.A. 40A:12-14(c) and paragraph 27 of the License Agreement, Pleasant Valley shall submit a report to the Township Business Administrator containing the following information:

- (i) Description of the Licensee's use of the Premise for the preceding year;
- (ii) The activities undertaken in furtherance of the public purpose for which the Licensee shall operate on the Premises;
- (iii) The approximate value or cost, if any, of such activities in furtherance of such purpose; and
- (iv) An Affirmation of Pleasant Valley's continued tax-exempt status pursuant to both State and Federal law

and;

BE IT FURTHER ORDAINED, that if any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect its remaining parts, any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency, and this Ordinance shall take effect upon final passage and publication as required by law; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law.

Robert D. Parisi, Mayor

Susan McCartney, Council President

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

Introduced: October 25, 2022

Adopted: November 22, 2022

Legislative History

This Ordinance is adopted pursuant to the requirements of N.J.S.A. 40A:12-14(c) of the Local Lands and Buildings Law which governs the lease of public real property to nonprofit corporation(s) for a public purpose. This Ordinance authorizes the Township to enter into a License Agreement with Pleasant Valley Productions, Inc. (“PVP”), a nonprofit corporation with a mission focused on fostering interest in young artists to allow PVP to use and operate the Oskar Schindler Performing Arts Center (“OSPAC”) at Boland Avenue within the Township for the public purpose of providing programming which shall include musical theater productions, concerts for all audiences, children’s theater programs and Township events. The Ordinance provides that the License Agreement is for a term of three (3) years during which time PVP shall pay an annual nominal fee of one-dollar (\$1) and requires PVP to provide annual reporting to the Township consistent with the requirements of N.J.S.A. 40A:12-14(c).

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation whose address is 66 Main Street, West Orange, New Jersey ("Township"),

and

Pleasant Valley Productions, Inc., a New Jersey Not for Profit Corporation whose address is c/o Camille Vecchio-DiLorenzo, President, 95 Warren Road, West Orange, New Jersey ("Licensee").

The above Parties hereby agree to the following terms and conditions of this license agreement.

1. **License Date and Effective Date of Agreement.** This License is dated **September 1, 2020** ("Effective Date") which shall also represent the commencement of this License Agreement. However, this Agreement shall not be effective unless: (i) the Township's governing body adopts a resolution or ordinance authorizing the execution of this agreement and; (ii) the Township receives a copy of this Agreement executed by the President of the Board of Trustees of Licensee along with a Resolution evidencing approval by the Licensee's Board of Trustees.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes all the premises, grounds and building now known as the Oskar Schindler Performing Arts Center on Boland Drive in the Township of West Orange, New Jersey ("Premises").

3. **Term.** The term of this License shall be for 3 years effective date of **September 1, 2022** ending **August 30, 2025**. If the license is not terminated on or before **August 30, 2025**, it shall continue on a month-to-month basis and may be terminated by either party on thirty (30) days written notice.

4. **Licensee's Use.** Licensee shall use the Premises for a performing arts facility with all rights to indoor usage of the building in furtherance of OSPAC's mission and not for any private use.

5. **Fee and Insurance.** A fee shall be payable annually for the term of the license in the amount of one dollar (\$1.00). In addition to the nominal fee, Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million dollars per occurrence and two million dollars in the aggregate. Licensee shall provide Township with a copy of same and renewals thereof not less than thirty (30) days before the date on which the insurance expires.

6. **Usage.** Licensee shall have the license for use of the Premises during the term of the Agreement subject to the following conditions:

- (i) Licensee shall provide at least eight (8) programs annual at the Premises.

- (ii) The Township shall have the right to utilize the facilities for West Orange Township events with appropriate notice at least thirty (30) days in advance, subject to OSPAC's schedule, inclusive of preproduction purposes, such as rehearsal and stage setup in building. All other such outside community users, which shall be limited to non-profit organizations, will be subject to the attached rules and regulations, incorporated herein by reference, and will sign a license or sublease agreement with Licensee covering such usage on reasonable terms and conditions of Licensee and agrees to pay any out-of-pocket expenses of Licensee. Licensee shall be permitted to license the Premises for events or ongoing community related services which agree to license or sublease the Premises and which do not interfere with OSPAC's obligation to provide at least eight (8) programs annually at the Premises. All licensees of the Premises shall be subject to the terms and conditions of this License Agreement, which will be indicated in such Sublicense Agreement ("Sublicense Agreement"). These sublicenses shall be mutually agreed upon by the Township and the Licensee.
- (iii) Programming content shall be family oriented and subject to the prior approval of the Township Business Administrator until such time as the Township established a board by Ordinance to review and approve programming at the Premise (the "Board"). After the Township establish the Board, all programing shall be subject to the prior approval of the Board. No later than thirty (30) days prior to any program or event, Licensee shall provide a fully summary and description of any event or program for which the Licensee intends to hold at the Premises.
- (iv) No later than thirty (30) days from the execution of this License Agreement, Licensee shall provide a proposed schedule to the Township Business Administrator and the Township Director of Recreation a schedule of proposed programs until April 30, 2020, which shall include a schedule of all days and times the Licensee shall be utilizing the Premises for programs or events (the "Proposed Schedule"). Any additions or revisions to the Proposed Schedule shall be subject to the approval of the Township Business Administrator and the Township Director of Recreation and must be provided no later than fourteen days (14) prior to the date to be added or revised. No later than April 30 of each year, Licensee shall provide a new proposed schedule for each year subject to the requirements of this provision.
- (v) Any and all sub-licenses under this License Agreement shall be subject to the approval of the Board.

7. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will not abandon the Premises and will do nothing that could increase the cost of Township's fire or public liability insurance.

8. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are needed because of misuse or neglect by

Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense.

9. **Improvements.** Without Township's written consent in advance, Licensee shall not alter, add to, or improve the Premises. Any improvements made by Licensee that constitute fixtures or cannot be removed without material harm to the Premises shall be Township's property upon installation. All of Licensee's personal property shall be removed by Licensee before the termination of this Agreement. Licensee, at the same time, shall repair any injury done to the Premises in connection with the installation and removal of the improvements and the personal property. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, reasonable wear and tear and injury caused by conditions or events beyond Licensee's control excepted.

10. **Abandoned Property.** All of Licensee's property remaining on the premises after this Agreement terminates shall be deemed abandoned and the sole property of the Township.

11. **Rules and Regulations.** Attached to this agreement is a copy of certain Rules and Regulations. The rules and regulations are for use of the Premises by Licensee and/or persons or entities who will execute a sub-licensee agreement with Licensee for the use of the Premises. Any changes to these rules and regulations will be submitted to the Township and must be approved in writing before implementation.

12. **Services.** Township shall provide utilities to the Premises, including heat, hot water, electric and gas, if any. Township also agrees, in its discretion, to provide auxiliary police officers when necessary. Township shall retain the right to implement any cost saving features that do not substantially interfere with the use of the Premises by Licensee. Township shall provide garbage collection and landscaping services to the Premises. Licensee agrees to bag and place all garbage in a secure area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

13. **Damage to Building.** If the Premises are damaged by fire or any other cause, so that the cost of restoration, as reasonably estimated by Township, equals or exceeds fifty (50%) percent of the Premise's replacement value (exclusive of foundations) just prior to the damage, then Township may, no later than thirty (30) days following the damage, give Licensee notice of election to terminate this Agreement. If the cost of restoration equals or exceeds fifty (50%) percent of the replacement value and if the Premises are not reasonably usable for the purposes for which they are leased, Licensee may, no later than thirty days following the damage, give Township notice of election to terminate this Agreement. In the event of either of these elections, this Agreement shall terminate on the 31st day after the giving of notice, and Licensee shall surrender possession of the premises within a reasonable time. If the cost of restoration as estimated by Township amounts to less than fifty (50%) percent of the replacement value of the Premises, or if despite the cost Township does not elect to terminate this Agreement, Township shall restore the Premises and the premises with reasonable promptness, subject to delays in the making of insurance adjustments by Township, and Licensee shall have no right to terminate this Agreement except as provided in this Paragraph. Township need not restore fixtures and improvements owned by Licensee.

14. **Township May Cure Defaults.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on reasonable notice to Licensee (except that no notice need be given in case of emergency), cure the default. Licensee shall have reasonable opportunity to cure default prior to Township action to cure default.

15. **Default.** If Licensee fails to comply with any term and condition herein, the Township may terminate this Agreement on five (5) days notice.

16. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if delivered personally or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

17. **Township's Right to Inspect Premises.** Township may enter the premises at any reasonable time on reasonable notice to Licensee (except that no notice is needed in case of emergency) to inspect the premises or make those repairs, replacements, and additions to the premises or the Building, as Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the Paragraph.

18. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained in the Building if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction, unless Township fails to take measures that are reasonable in the circumstances to restore the service without undue delay.

19. **Elements of Construction Eviction.** Licensee shall not be entitled to claim a constructive eviction from the premises unless Licensee shall have first notified Township in writing of the condition giving rise to the claim and, if the complaints are justified, unless Township fails to remedy the condition within a reasonable time after receipt of the notice.

20. **No Representations.** Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.

21. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the premises for the term provided, subject to the provisions of this Agreement.

22. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the premises.

23. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

24. **No Assignment.** The Licensee is not permitted to assign any aspect of this Agreement to any entity or person without the express written consent of the Township which consent may be withheld by the Township, in its sole discretion.

25. **Licensee's Non-Profit Existence and Board of Trustees.** The Licensee represents and warrants that it is and will remain a non-profit organization organized in accordance with the Internal Revenue Code provisions 501(c)(3). The Licensee's sole purpose

and mission shall be to further the arts and cultural enrichment for the Township. Specifically, the Licensee shall be organized solely to (i) operate the performing arts center in the Township of West Orange for the cultural and educational benefit of the community, and (ii) to develop, produce and promote events of a musical or theatrical nature for the benefit of the Township.

26. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns. It is understood that the term "Township" as used in this Agreement means only the owner, or the mortgagees in possession, or the lessee for the time being, of the Building, so that if the Building is sold or leased or if the mortgagee takes possession of the premises, Township shall be entirely freed and relieved of all covenants and obligations of Township accruing after such sale, Agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgagee in possession has assumed and agreed to carry out any and all of Township's covenants and obligations.

27. **Annual Reporting Requirements.** Licensee shall make available for inspection to the Township and/or the Board any and all financial records from the operation of the Premises upon three (3) days notice, including any financial records related to event or programs conducted by Licensee at the Premises. Pursuant to N.J.S.A. 40A:12-14(c) no later than April 30 of each calendar year, the Licensee shall submit a report to the Township Business Administrator and the Board containing the following information:

- (i) Description of the Licensee's use of the Premise for the preceding year;
- (ii) The activities undertaken in furtherance of the public purpose for which the Licensee shall operate on the Premises;
- (iii) The approximate value or cost, if any, of such activities in furtherance of such purpose; and
- (iv) An Affirmation of Licensee's continued tax-exempt status pursuant to both State and Federal law.
- (v) Annual financial statement for the Licensee reflecting its income, expenses, assets and liabilities as of December 31st of the preceding year.

Within thirty (30) days from the submission of its report to the Township Business Administrator and the Board, Licensee shall also appear before the Township Council at a regularly scheduled meeting to present the information contained in the report to the members of the Township Council.

28. **Dissolution.** In the unlikely event of dissolution of Licensee, any and all assets of Licensee and any other entity or endowment formed for the purpose of supporting programming at the Oskar Schindler Performing Arts Center, shall be donated to a 501(c)3 organization in West Orange operating for the purpose of the continuation and perpetuation of cultural and arts programs in West Orange, New Jersey.

The above terms and conditions of this lease agreement are hereby agreed to by and between the parties executing below on this 22nd **day of November, 2022.**

Township of West Orange
a New Jersey Municipal Corporation, Township

By: Robert Parisi, Mayor

By: Karen J. Carnevale, R.M.C.
Clerk, Township of West Orange

Pleasant Valley Productions, Inc.
a New Jersey Not for Profit Corporation, Licensee

By: Camille Vecchio- DiLorenzo, President

By: Elizabeth Vecchio, Secretary

RESOLUTION OF THE WEST ORANGE TOWNSHIP ABC BOARD

**RESOLUTION RENEWING ALCOHOLIC BEVERAGE RETAIL
CONSUMPTION LICENSE #0722-33-068-016, WILSHIRE HOSPITALITY
SERVICES, LLC t/a WILSHIRE CATERING (Pocket), FOR THE 2022-2023
TERM AND TO ISSUE A NEW LICENSE PURSUANT TO N.J.S.A. 33:1-12.18**

WHEREAS, Wilshire Hospitality Services, LLC t/a Wilshire Catering (Pocket) paid its Municipal Licensing Fee for the 2021-2022 Term, but failed to properly pay the State Fee on the ABC POSSE System; and

WHEREAS, the West Orange Board of Alcoholic Beverage Control renewed said License by Resolution dated June 22, 2021, a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, the Board rescinded the Renewal by Resolution dated June 28, 2022, a copy of which is attached hereto as **Exhibit “B”**; and

WHEREAS, the Licensee subsequently filed an Application for a new License pursuant to N.J.S.A. 33:1-12.18 and a request to renew an inactive License (Pocket) pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, the Licensee received a Special Ruling from the Director of the Division of Alcoholic Beverage Control, James B. Graziano, on August 17, 2022; and

WHEREAS, the Licensee filed a new 12 Page Application for a new License and advertised said request; and

WHEREAS, the requirements for a new License pursuant to N.J.S.A. 33:12.18 and for the renewal of said License pursuant to N.J.S.A. 33:1-39 have been met.

**IT IS THEREFORE RESOLVED BY THE COUNCIL OF THE
TOWNSHIP OF WEST ORANGE SITTING IN ITS CAPACITY AS THE WEST
ORANGE TOWNSHIP ABC BOARD, THAT:**

1. The Township shall accept and process the request for the renewal of the inactive License for the 2021-2022 term and for a new License for the 2021-2022 term and shall further issue the renewal of the License for the 2022-2023 Term.
2. All other Resolutions denying said License for renewal or otherwise are rescinded.

Karen J. Carnevale, R.M.C.
Municipal Clerk/ABC Board Secretary

Susan McCartney
Council President and ABC Board Chair

Adopted: October 25, 2022

Effective: October 25, 2022