

1. Conference Meeting Agenda

Documents:

[CA 2.7.23.DOC](#)

2. Public Meeting Agenda

Documents:

[PM 2.7.23.PDF](#)

3. Resolution(S)

3.I. 38-23

Documents:

[38-23 RAFFLE LICENSES 2.7.23.PDF](#)

3.II. 39-23

Documents:

[39-23 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT TO RETAIN BBG AS REDEVELOPMENT APPRAISER -
2023.PDF](#)
[39-23 AGREEMENT TO RETAIN BBG AS REDEVELOPMENT APPRAISER -
2023.PDF](#)

3.III. 40-23

Documents:

[40-23 RESOLUTION REJECTING THE BIDS FOR THE REPAIR AND
MAINTENANCE OF BUSES FOR THE WO DPW.PDF](#)

3.IV. 41-23

Documents:

[41-23 TAX COURT OF NJ REBATE.PDF](#)

3.V. 42-23

Documents:

[42-23 RESOLUTION 2022 STREET LIGHTING REIMBURSEMENT PRIVATE
COMMUNITIES W-ATTACHMENTS.PDF](#)
[42-23 ATTACHMENT.PDF](#)

3.VI. 43-23

Documents:

[43-23 JIF APPOINTMENT RESOLUTION.PDF](#)

3.VII. 44-23

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[44-23 2022 RESOLUTION - AWARD SNOW REMOVAL REIMBURSEMENTS.PDF](#)
[44-23 ATTACHMENT REIMBURSEMENT TABLE.PDF](#)

3.VIII. 45-23

Documents:

[45-23 RESOLUTION-EMERGENCY FUNDS-ROCK SPRING GOLF CLUB.PDF](#)
[45-23 ATTACHMENT NO. 1 - ONE TOTAL CLEANING SERVICES.PDF](#)
[45-23 ATTACHMENT NO. 2 - SERVPRO.PDF](#)
[45-23 ATTACHMENT NO. 3 - CINTAS FIRE PROTECTION.PDF](#)
[45-23 ATTACHMENT NO. 4 - OKEEFE CONTACTING LLC.PDF](#)

3.IX. 46-23

Documents:

[46-23 RESOLUTION 2022 LEAF REIMBURSEMENT LLEWELLYN PARK.PDF](#)
[46-23 LEAF REIMBURSEMENT LLEWELLYN PARK TABLE 2022.PDF](#)

3.X. 47-23

Documents:

[47-23 REFUND - EXEMPT VETERAN-1023 SMITH MANOR BLVD..PDF](#)

3.XI. 48-23

Documents:

[48-23 EXECUTIVE SESSION 2.7.23.PDF](#)

3.XII. 49-23

Documents:

[49-23 RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT WITH BOROUGH OF NORTH CALDWELL FOR ANIMAL SHELTER SERVICES - 2023.PDF](#)
[49-23 EXHIBIT.PDF](#)

3.XIII. 50-23

Documents:

[50-23 RESOLUTION PSEG IN CONNECTION WITH MITCHELL STREET IMPROVEMENTS \(2020 CDBG\).PDF](#)
[50-23 ATTACHMENT - PSEG LIGHTING SERVICE.PDF](#)

3.XIV. 51-23

Documents:

[51-23 RESOLUTION AUTHORIZING EXECUTION OF SOLID WASTE AND RECYCLING AGREEMENT WITH WAYNE DEFEO - 2023.PDF](#)
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[51-23 ATTACHMENT - CONSULTANT TO ADDRESS THE SOLID WASTE AND RECYCLING CONTRACTS FOR 2023.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2709-23

Documents:

[2709-23 BOND ORDINANCE FOR THE FLOOD MITIGATION PROJECT - JMEUC- PHASE II\(B III\(B\) IV V VI NJIB.PDF](#)

4.II. 2710-23

Documents:

[2710-23 SALARY ORDINANCE 1.24.23.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2713-23

Documents:

[2713-23 ORDINANCE AMENDING CHAPTER 25 SECTIONN 47.5 \(A\) ELIMINATING CHAIR TERM LIMITS. 4856-2029-1915 V.1.PDF](#)

5.II. 2714-23

Documents:

[2714-23 ORDINANCE VACATING RIGHT OF WAY AT MUNICIPAL PLAZA.PDF](#)

5.III. 2715-23

Documents:

[2715-23 REVISED ORDINANCE GOVERNING CANNABIS BUSINESSES - FEBRUARY 2023-REDLINED.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, February 7, 2023
Meeting No. 5

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 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

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6:30 P.M

- Recognition of Black History Month-February 2023
- President Yvonne Nambe & The West Orange African Heritage Organization
- **Council Certificate of Meritorious Service Presented to Lt. Charles Bryant-WOPD**
- Presentation: Heart Healthy Habits - Presented by Sarah Kelly, PhD, RN
Montclair State University School of Nursing
- Council Liaison Announcements
- Public Meeting – 7:00 p.m.

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

February 7, 2023

Meeting No. 5

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 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

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 Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

1. Public Comment

2. *Consent Agenda

3. *Approval of Minutes of Previous Meeting – Public Meeting January 24, 2023 and Special Meeting January 31, 2023

4. *Report of Township Officers - None

6. *Reading of Petitions and Communications and Bids

a. Correspondence of the West Orange Township Council Appointing Roz Moskowitz Bielski as a Commissioner to the Economic Development Commission for a One-Year Appointment Beginning on January 1, 2023 through December 31, 2023.

7. *Bills-None

8. *Resolutions

a. 38-23 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

b. 39-23 Resolution Authorizing Execution of Professional Services Agreement to Retain BBG as Redevelopment Appraiser – 2023 effective January 1, 2023 (Legal-Moon)

c. 40-23 Resolution Rejecting the Bids for Repair and Maintenance of Buses for the W.O. Public Works Department and Authorizing the Purchasing Agent to Re-Bid and Advertise (P. Reynolds)

d. 41-23 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (K. Longo)

e. 42-23 Resolution Authorizing the 2022 Reimbursement for Services to Private Communities – Street Lighting (Lepore)

f. 43-23 Resolution Appointing John O. Gross as Fund Commissioner, and Peter Smeraldo as Alternate Fund Commissioner, to the Garden State Municipal JIF and the Bergen Municipal Employee Benefits Fund

- g. **44-23** Resolution Authorizing the 2022 Reimbursement for Services to Private Communities – Snow Removal (Lepore)
- h. **45-23** Resolution Authorizing an Emergency Appropriation of Funds for the Emergency Repairs at the Rock Spring Golf Club, 90 Rock Spring Road (Lepore)
- i. **46-23** Resolution Authorizing the 2022 Reimbursement for Services to Private Communities – Leaf Collection (Lepore)
- j. **47-23** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Veteran Exemption (K. Longo)
- k. **48-23** Resolution Authorizing an Executive Session to Discuss Matters of Contract Negotiations and Potential Litigation, Specifically, (1) Library Transition including (i) sale of 46 Mt. Pleasant Avenue for 64 deed restricted affordable senior units; (ii) opening of new Library at 10 Rooney Circle; and (iii) interim services for library patrons, (2) Rock Spring Food and Beverage Issues, (3) Rock Spring Community Meeting – Open Public Meetings Act, (4) Downtown Redevelopment Issues, (5) The legal ramifications of changing the number of letters of support already issued for the cannabis businesses (Legal-Trenk)
- l. **49-23** Resolution Authorizing Interlocal Agreement with Borough of North Caldwell for Animal Shelter Services - 2023 (DeNova)
- m. **50-23** Resolution Authorizing a Contract with PSE&G Company, in the amount of \$77,321.87 to Perform Work Associated with the 2020 CDBG Mitchell Street Improvements Project for Decorative Street Lighting (Carballo)
- n. **51-23** Resolution Authorizing Execution of Agreement with Wayne DeFeo to Act as Consultant to Assist in 2023 with the Solid Waste & Recycling Services Bidding Process at a Rate of \$185. Per Hour, NTE \$30,000. (Legal-Trenk)

9. Ordinances on Second and Final Reading

- a. **2709-23** Bond Ordinance Providing for Phases Ii(B), Iii(B), Iv, V And Vi of the Local Unit’s Allocable Share 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 \$6,565,000 Therefor and Authorizing the Issuance of \$6,565,000 Bonds or Notes to Finance the Cost Thereof (Gross)
- b. **2710-23** An Ordinance Creating A Reclassification And Salary Schedule Of Certain Township Of West Orange Employees Setting Forth Their Titles, Classification And Salary Ranges And Adopting A Salary Guide And Establishing The Employee's Status As A Township Employee And Under The Guidelines Of The New Jersey Department Of Personnel (Gross)

10. Ordinances on First Reading

- a. **2713-23** An Ordinance Amending Chapter 25, Section 47.5 of the Revised General Ordinances of the Township Of West Orange (Legal-Trenk) **(to be heard on second and final reading on 3.21.23 after Zoning Bd. review)**
- b. **2714-23** An Ordinance Releasing, Extinguishing and Vacating the Rights of the Public at a Variable Width-60’ Right of Way Known as Municipal Plaza Township of West Orange, County Of Essex and State of New Jersey (Lepore)
- c. **2715-23** An Ordinance Amending Chapter 5, Section 34.3, Section 34.4, Section 34.5, and Section 34.6 And Chapter 25, Section 24.2 of the Revised General Ordinances of the Township of West Orange (Licensed Cannabis Entities) (Legal-Moon)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing-None

13. 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.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/82605705506?pwd=L0dJcmQ5c0ZNSWxIcC9PblBUeWNvQT09>

Webinar ID: 826 0570 5506

Passcode: 877713

Next Meeting Date(s): February 21, 2023

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
Special Olympics NJ	May 12, 2023 On Premise Merchandise	Eagle Rock Avenue	7803
Special Olympics NJ	May 12, 2023 On Premise 50/50	Eagle Rock Avenue	7804

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

Tammy Williams
Council President

Adopted: February 7, 2023

RESOLUTION

WHEREAS, BBG Real Estate Services (“BBGs”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the year 2022; and

WHEREAS, BBG has agreed to provide redevelopment appraisal and consultation services from January 1, 2023 through December 31, 2023, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

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 BBG to provide appraisal 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

Tammy Williams
Council President

Adopted: February 7, 2023

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

John O. Gross, CFO

**AGREEMENT FOR
REDEVELOPMENT APPRAISAL AND CONSULTATION SERVICES**

THIS AGREEMENT made and entered into on this 7th day of February, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **BBG REAL ESTATE SERVICES**, located at 205 Main Street in Chatham, New Jersey, hereinafter referred to as “APPRAISER,” 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 APPRAISER;

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 APPRAISER for the period January 1, 2023 through December 31, 2023 at the following rates:

- (i) \$2,500 Flat Rate for Preliminary Appraisal Evaluations;
- (ii) \$5,000 Flat Rate for Expert Reports for submission to Court for Commercial Redevelopment; and
- (iii) Hourly Rates for all other services – (a) \$450 per hour for Louis S. Izenberg, MAI, SRA; and (b) \$150 per hour for staff.

2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b)

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

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

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
SUSAN McCARTNEY, MAYOR

BBG REAL ESTATE SERVICES

WITNESS:

By: _____

**A RESOLUTION REJECTING THE BIDS RECEIVED ON JANUARY 18, 2023 FOR REPAIR AND
MAINTENANCE OF BUSES FOR THE WEST ORANGE PUBLIC WORKS DEPARTMENT AND
AUTHORIZING THE PURCHASING AGENT TO RE-BID AND ADVERTISE**

WHEREAS, the Township of West Orange has advertised for bids for Repair and Maintenance of Buses for the West Orange Public Works Department, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on January 18, 2023 two bids we received, duly opened and read aloud; and

WHEREAS, the Purchasing Agent and Township Engineer reviewed the bids and need to modify the bid specifications for the maintenance portion of the bid; and

WHEREAS, the Local Public Contracts Law, specifically N.J.S.A. 40A:11-13.2 authorizes a municipality to reject all bids; and

BE IT RESOLVED, by the Council of The Township of West Orange that:

1. The Bids received by the Purchasing Agent of the Township of West Orange on January 18, 2023 for Repair and Maintenance of Buses for the West Orange Public Works Department, be and the same are hereby rejected.
2. The Purchasing Agent of The Township of West Orange is hereby authorized and directed to re-advertise for bids, at which time such bids submitted shall be publicly opened and read aloud.

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

Tammy Williams
Council President

Adopted: February 7, 2023

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

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

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

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

ADDRESS	414 EAGLE ROCK AVE		DATE:	1/18/2023	
BLOCK	111				
LOT	1.07				
QUAL					
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2021	\$ 6,000,000.00	\$ 6,000,000.00	\$ -	4.354	\$ -
2022	\$ 6,000,000.00	\$ 5,600,000.00	\$ 400,000.00	4.437	\$ 17,748.00
TOTAL					\$ -
PAYABLE TO:					
McCARTER & ENGLISH, LLP					
FOUR GATEWAY CENTER					
100 MULBERRY STREET					
NEWARK, NJ 07102					

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

Tammy Williams
Council President

Adopted: February 7, 2023

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

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

42-23

DEPARTMENT OF PUBLIC WORKS

SUSAN McCARTNEY

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

January 27, 2023

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **2022 REIMBURSEMENT FOR SERVICES**
TO PRIVATE COMMUNITIES
STREET LIGHTING

Mayor McCartney, Council President Williams and Council Members:

Attached please find a resolution which authorizes financial reimbursements to twenty (21) private communities for the costs of street lighting. These reimbursements are made pursuant to the Municipal Services Act. The reimbursement amounts for each community for each service is also attached.

If you have any questions about these reimbursements or the methodology used in computing them, please feel free to contact me.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

ZYC/gmc
enc.

cc: Richard D. Trenk
John Gross

RESOLUTION

WHEREAS, on December 21, 1993 the Township of West Orange adopted Ordinance No. 1230-93 which authorized the Township to reimburse qualified private communities for the yearly cost of Street Lighting commencing with 1993; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2022 street lighting costs to twenty-one (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1230-93 and codified as West Orange Revised General Ordinance No. 2-71 or in accordance with an Agreement between the private Community and the Township; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2022 Street Lighting Costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

Tammy Williams, Council President

Adopted : February 7, 2023

I hereby certify funds are available from Account No. 01-2010-00-9501-148

John Gross, Chief Financial Officer

**2022 STREET LIGHTING REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES**

Private Community	Road Length		No of Lights	Amount per Light	Amount to Be Reimbursed
	LF	MILES			
The Woodlands	4450	0.843	28	\$117.00	\$3,276.00
Eagle Rock Cooperative	550	0.104	6	\$117.00	\$702.00
West Essex Highlands	13167	2.494	78	\$117.00	\$9,126.00
Crystal Woods	5275	0.999	85	\$117.00	\$9,945.00
Llewellyn Park *	47520	9.000	396	\$117.00	\$46,332.00
Eagle Ridge	13135	2.488	84	\$117.00	\$9,828.00
Essex Green Villas	1800	0.341	17	\$117.00	\$1,989.00
Hilton Head North	600	0.114	5	\$117.00	\$585.00
Hilltop Villas	1300	0.246	11	\$117.00	\$1,287.00
Crown View Manor	1800	0.341	20	\$117.00	\$2,340.00
Briar Hill Villas	1000	0.189	12	\$117.00	\$1,404.00
Scenic Hills	8985	1.702	60	\$117.00	\$7,020.00
Carriage House Condominium	700	0.133	6	\$117.00	\$702.00
Crestmont Gardens	600	0.114	5	\$117.00	\$585.00
Llewellyn Gates Associates	1200	0.227	10	\$117.00	\$1,170.00
Normandie Estates	1425	0.270	8	\$117.00	\$936.00
Forest Creek	1391	0.263	9	\$117.00	\$1,053.00
Crown View Villas	1425	0.270	20	\$117.00	\$2,340.00
The Point at Crystal Lake	3724	0.705	28	\$117.00	\$3,276.00
Bel Air	13390	2.536	59	\$117.00	\$6,903.00
Vizcaya	2369	0.449	67	\$117.00	\$7,839.00
TOTALS	23.827	1014			\$118,638.00

*Llewellyn Park amount reflects actual costs incurred by Llewellyn Park for streetlighting

**2022 STREET LIGHTING REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES**

Private Community	Road Length		No of Lights	Amount per Light	Amount to Be Reimbursed
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Eagle Rock Cooperative	550	0.104	6	\$117.00	\$702.00
West Essex Highlands	13167	2.494	78	\$117.00	\$9,126.00
Crystal Woods	5275	0.999	85	\$117.00	\$9,945.00
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TOTALS	23.827	1014			\$118,638.00

*Llewellyn Park amount reflects actual costs incurred by Llewellyn Park for streetlighting

Resolution to Appoint a Fund Commissioner

WHEREAS the Township of West Orange is a member of the Garden State Joint Insurance Fund; and

WHEREAS the Township of West Orange is a member of the Bergen Municipal Employee Benefits Fund; and

BE IT RESOLVED by the Township Council that John O. Gross be and is hereby appointed as FUND Commissioner to the Garden State Joint Insurance Fund and the Bergen Municipal Employee Benefits Fund to represent Township of West Orange, effective January 1, 2023; and

BE IT FURTHER RESOLVED by the Township Council that Peter Smeraldo be and is hereby appointed as Alternate Fund Commissioner to the Garden State Joint Insurance Fund and the Bergen Municipal Employee Benefits Fund to represent Township of West Orange effective January 1, 2023.

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

Tammy Williams
Council President

Adopted: February 7, 2023

Date

MOTION:_____ **SECOND:**_____

VOTE:_____

CERTIFICATION:

I, Karen J. Carnevale, R.M.C., do hereby certify that the foregoing is a true copy of a resolution duly passed and adopted by the West Orange Township Council, at its Public meeting, 7th day of February, 2023.

Karen J. Carnevale, R.M.C.

R E S O L U T I O N

WHEREAS, on November 26, 1996 the Township of West Orange adopted Ordinance No. 1421-96 which authorized the Township to reimburse qualified private communities for the yearly cost of snow removal commencing with 1995; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2022 snow removal costs to twenty (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1421-96 and codified as West Orange Revised General Ordinance No. 2-73 or in accordance with an Agreement between the private Community and the Township; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2022 Snow Removal Costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

Tammy Williams
Council President

Adopted: February 7, 2023

I hereby certify funds are available from Account No. 01-2010-00-7502-114

John O. Gross, Chief Financial Officer

**2022 SNOW REMOVAL REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES
PROVIDING SNOW REMOVAL
FOR STREETS AND ROADS**

Private Community	Road Length		Percent of Township	Amount to Be Reimbursed
	L.F.	Miles		
Llewellyn Park *	47,520	9.000	9.5238%	\$70,068.43
The Woodlands	4,450	0.843	0.8919%	\$6,879.94
Eagle Rock Cooperative	550	0.104	0.1102%	\$850.33
West Essex Highlands	13,167	2.494	2.6389%	\$20,356.88
Crystal Woods	5,275	0.999	1.0572%	\$8,155.43
Eagle Ridge	13,135	2.488	2.6325%	\$20,307.40
Essex Green Villas	1,800	0.341	0.3608%	\$2,782.90
Hilton Head North	600	0.114	0.1203%	\$927.63
Hilltop Villas	1,300	0.246	0.2605%	\$2,009.87
Crown View Manor	1,800	0.341	0.3608%	\$2,782.90
Briar Hill Villas	1,000	0.189	0.2004%	\$1,546.05
Scenic Hills	8,985	1.702	1.8007%	\$13,891.29
Carriage House Condominium	700	0.133	0.1403%	\$1,082.24
Crestmont Gardens	600	0.114	0.1203%	\$927.63
Llewellyn Gates Associates	1,200	0.227	0.2405%	\$1,855.26
Normandie Estates	1,425	0.270	0.2856%	\$2,203.13
Forest Creek	1,391	0.263	0.2788%	\$2,150.56
Crown View Villas	1,425	0.270	0.2856%	\$2,203.13
The Point at Crystal Lake	5,600	1.061	1.1223%	\$8,657.90
Bel Air	13,390	2.536	2.6836%	\$20,701.65
The Vizcaya	2,369	0.449	0.4748%	\$3,662.60
TOTALS		24.182	25.5896%	\$194,003.13

TOTAL TOWNSHIP MILES 94.5

Township Snow Removal Costs for 2022 = \$838,871.49

Township Snow Removal Costs for Roads = \$771,418.56

Notes:

Amounts to be reimbursed = % of Township Roads x Township Road Cost

*Llewellyn Park reduced by \$3,400.00 reflecting cost of road salt supplied (average of 5 tons X 14 events)

R E S O L U T I O N

WHEREAS, authorizing an emergency appropriation of funds for the emergency repairs at the Rock Spring Golf Club, 90 Rock Spring Road; and

WHEREAS, flash freezing occurred due to plummeting temperatures which compromised the fire sprinkler system and caused water damage in multiple areas of the Rock Spring Golf Club; and

WHEREAS, the Rock Spring Golf Club was impacted on December 24, 2022 and December 25, 2022; and

WHEREAS, this notification prompted immediate action by the Township's Administration to hire companies able to perform the work necessary; and

WHEREAS, pursuant to Local Public Contracts Law N.J.S.A. 40A:11-6, any contract may be negotiated and awarded for a contracting unit without public advertising for bids, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires immediate delivery of goods and services; and

WHEREAS, the following companies have been instrumental in aiding the Township with the appropriate measures and solutions:

- Cintas Fire Protection - \$7,848.87
- Servpro Fire & Water – Cleanup & Restoration - \$15,207.93
- O'Keeffe Contracting, LLC - \$25,900.00
- One Total Cleaning Services - \$700.00

NOW IT BE RESOLVED, by the Township Council of the Township of West Orange that the companies named herein be compensated for services approved by the Township Administration; and

BE IT ALSO RESOLVED, that the Purchasing Agent will arrange to pay said companies with funds certified by the Chief Financial Officer.

Karen J. Carnevale, R.M.C.

Tammy Williams, Council President

I hereby certify funds to be available from Account No. _____
NTE \$50,000.00 Without Authorization

John O. Gross, Chief Financial Officer



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

INVOICE

INVOICE #001
DATE:1/17/23

Vendor:

One Total Cleaning Services LLC
130 Garfield Avenue
Plainfield, NJ, 07062

SHIP To:

West orange township
66 Main St
West Orange, NJ 07052
United States

COMMENTS OR SPECIAL INSTRUCTIONS:

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Darwin Fiallos	001		Email		Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
01/10/23	Rock spring golf course 90 rock spring west orange invoice (Shampoo)		\$700.00

Make all checks payable to One Total Cleaning Services LLC

If you have any questions concerning this invoice, contact;
Darwin Fiallos (908)462-2328 Email: darwin.1otcs@gmail.com Thank you for your
business!

SUBTOTAL	\$700.00
SALES TAX	6.625%
SHIPPING & HANDLING	0.00
TOTAL DUE	\$746.37

\$700.00



Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100

CONTINUED - Golf shop

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
28. Water extraction from carpeted floor- after hours	968.82 SF	0.00	0.86	55.20	888.39
Totals: Golf shop				245.97	3,958.68

Job

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
29. Equip. setup, take down & monitoring - after hrs	1.50 HR	0.00	107.22	10.65	171.48
30. Equipment setup, take down, and monitoring (hourly charge)	1.50 HR	0.00	71.41	7.10	114.22
31. Equipment setup, take down, and monitoring (hourly charge)	1.50 HR	0.00	71.41	7.10	114.22
Totals: Job				24.85	399.92
Total: Level 3				270.82	4,358.60

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
24. Floor cleaning labor minimum	1.00 EA	0.00	67.02	4.44	71.46
Totals: Labor Minimums Applied				4.44	71.46
Line Item Totals: ROCKSPRING_WTR				1,007.55	16,215.48

Grand Total Areas:

5,917.24 SF Walls	5,424.40 SF Ceiling	11,341.64 SF Walls and Ceiling
5,424.40 SF Floor	602.71 SY Flooring	736.74 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	754.24 LF Ceil. Perimeter
5,424.40 Floor Area	5,659.34 Total Area	5,917.24 Interior Wall Area
5,858.98 Exterior Wall Area	671.07 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100

Summary for Dwelling

Line Item Total	15,207.93
Total Tax(Rep-Maint)	1,007.55
Replacement Cost Value	\$16,215.48
Net Claim	\$16,215.48

Travis Serkin
Production Manager



Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100

Recap of Taxes

	Total Tax(Rep-Maint) (6.625%)	Clothing Acc Tax (6.625%)	Storage Rental Tax (6.625%)
Line Items	1,007.55	0.00	0.00
Total	1,007.55	0.00	0.00



Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100

Recap by Room

Estimate: ROCKSPRING_WTR

Area: Main Level

Locker Room	2,718.85	17.88%
Woman Bathroom	917.27	6.03%

Area Subtotal: Main Level	3,636.12	23.91%
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Area: Level 2

Dining Room	4,077.73	26.81%
Foyer/Entry	2,086.70	13.72%
Ball room	1,252.58	8.24%

Area Subtotal: Level 2	7,417.01	48.77%
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Area: Level 3

Golf shop	3,712.71	24.41%
Job	375.07	2.47%

Area Subtotal: Level 3	4,087.78	26.88%
Labor Minimums Applied	67.02	0.44%

Subtotal of Areas	15,207.93	100.00%
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Total	15,207.93	100.00%
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Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100

Insured: Rockspring golf club
Property: 90 Rockspring Road
West Orange, NJ 07052

Home: (973) 725-8774

Estimator: Travis Serkin
Position: Production Manager
Company: Max Restoration, LLC DBA Servpro of Montclair /
West Orange
Business: 50 S Center St, Unit 15
Orange , NJ 07050

Business: (201) 424-6955
E-mail: travis@servpromwo.com

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 1/9/2023 9:23 AM

Price List: NJNE8X_DEC22
Restoration/Service/Remodel
Estimate: ROCKSPRING_WTR

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100

ROCKSPRING_WTR

Main Level



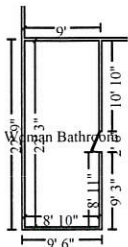
Locker Room

Height: 8'

857.33 SF Walls	659.65 SF Ceiling
1,516.99 SF Walls & Ceiling	659.65 SF Floor
73.29 SY Flooring	107.17 LF Floor Perimeter
107.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Air mover (per 24 hour period) - No monitoring	64.65 EA	0.00	28.28	121.12	1,949.42
17. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	4.31 EA	0.00	75.00	21.42	344.67
21. Water extraction from carpeted floor- after hours	659.65 SF	0.00	0.86	37.58	604.88

Totals: Locker Room 180.12 2,898.97



Woman Bathroom

Height: 8'

481.12 SF Walls	197.17 SF Ceiling
678.29 SF Walls & Ceiling	197.17 SF Floor
21.91 SY Flooring	59.72 LF Floor Perimeter
62.22 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. Air mover (per 24 hour period) - No monitoring	17.24 EA	0.00	28.28	32.30	519.85
19. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	4.31 EA	0.00	75.00	21.42	344.67
23. Clean floor	197.17 SF	0.00	0.54	7.05	113.52

Totals: Woman Bathroom 60.77 978.04

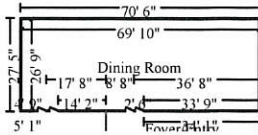
Total: Main Level 240.89 3,877.01

Level 2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100

Dining Room

Height: 8'



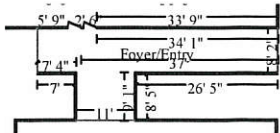
1,478.67 SF Walls	1,868.04 SF Ceiling
3,346.71 SF Walls & Ceiling	1,868.04 SF Floor
207.56 SY Flooring	183.17 LF Floor Perimeter
193.17 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into FOYER_ENTRY
Door	2' 6" X 6' 8"	Opens into FOYER_ENTRY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2. Air mover (per 24 hour period) - No monitoring	81.89 EA	0.00	28.28	153.43	2,469.28
12. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	8.62 EA	0.00	102.50	58.54	942.09
25. Water extraction from carpeted floor- after hours	1,021.31 SF	0.00	0.86	58.19	936.52
Totals: Dining Room				270.16	4,347.89

Foyer/Entry

Height: 8'



746.50 SF Walls	465.71 SF Ceiling
1,212.21 SF Walls & Ceiling	465.71 SF Floor
51.75 SY Flooring	92.48 LF Floor Perimeter
97.48 LF Ceil. Perimeter	

Missing Wall	10' 11 9/16" X 8'	Opens into BALL_ROOM
Missing Wall	8' 2" X 8'	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into DINING_ROOM
Door	2' 6" X 6' 8"	Opens into DINING_ROOM
Missing Wall	8' 2" X 8'	Opens into Exterior

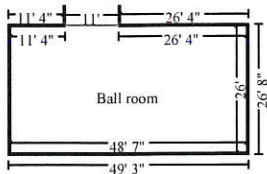
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Air mover (per 24 hour period) - No monitoring	43.10 EA	0.00	28.28	80.75	1,299.62
13. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	4.31 EA	0.00	75.00	21.42	344.67
14. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	4.31 EA	0.00	102.50	29.27	471.05



Servpro of Montclair/West Orange
 50 S Center Street Unit 15
 Orange, NJ 07050
 TIN #: 81-3527002
 NJ Registration # 13VH09181100

CONTINUED - Foyer/Entry

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
26. Water extraction from hard surface floor - after hours	257.00 SF	0.00	0.40	6.81	109.61
Totals: Foyer/Entry				138.25	2,224.95



Ball room

Height: 8'

1,105.62 SF Walls	1,264.99 SF Ceiling
2,370.61 SF Walls & Ceiling	1,264.99 SF Floor
140.55 SY Flooring	138.20 LF Floor Perimeter
138.20 LF Ceil. Perimeter	

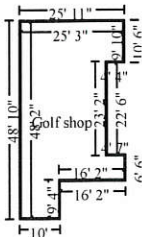
Missing Wall

10' 11 9/16" X 8'

Opens into FOYER_ENTRY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Air mover (per 24 hour period) - No monitoring	17.24 EA	0.00	28.28	32.30	519.85
7. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	4.31 EA	0.00	75.00	21.42	344.67
8. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	4.31 EA	0.00	102.50	29.27	471.05
Totals: Ball room				82.99	1,335.57
Total: Level 2				491.40	7,908.41

Level 3



Golf shop

Height: 8'

1,248.00 SF Walls	968.82 SF Ceiling
2,216.82 SF Walls & Ceiling	968.82 SF Floor
107.65 SY Flooring	156.00 LF Floor Perimeter
156.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Air mover (per 24 hour period) - No monitoring	86.20 EA	0.00	28.28	161.50	2,599.24
16. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	4.31 EA	0.00	102.50	29.27	471.05



Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100

Recap by Category

Items	Total	%
CLEANING	173.49	1.07%
WATER EXTRACTION & REMEDIATION	15,034.44	92.72%
Subtotal	15,207.93	93.79%
Total Tax(Rep-Maint)	1,007.55	6.21%
Total	16,215.48	100.00%

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



1 1-Cause of LossSource of Damage Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



2 2-daily departure ball room 2 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



3 3-daily departure ball room 3 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



4 4-daily departure ball room 4 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



5 5-daily departure ball room 5 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



6 6-daily departure ball room 6 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



7

7-daily departure ball room

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



8 8-daily departure dining room 10 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



9 9-daily departure dining room 11 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



10 10-daily departure dining room 12 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



11 11-daily departure dining room 13 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



12 12-daily departure dining room 14 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



13 13-daily departure dining room 15 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



14 14-daily departure dining room 16 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



15 15-daily departure dining room 17 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



16 16-daily departure dining room 18 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



17 17-daily departure dining room 2 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



18 18-daily departure dining room 3 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



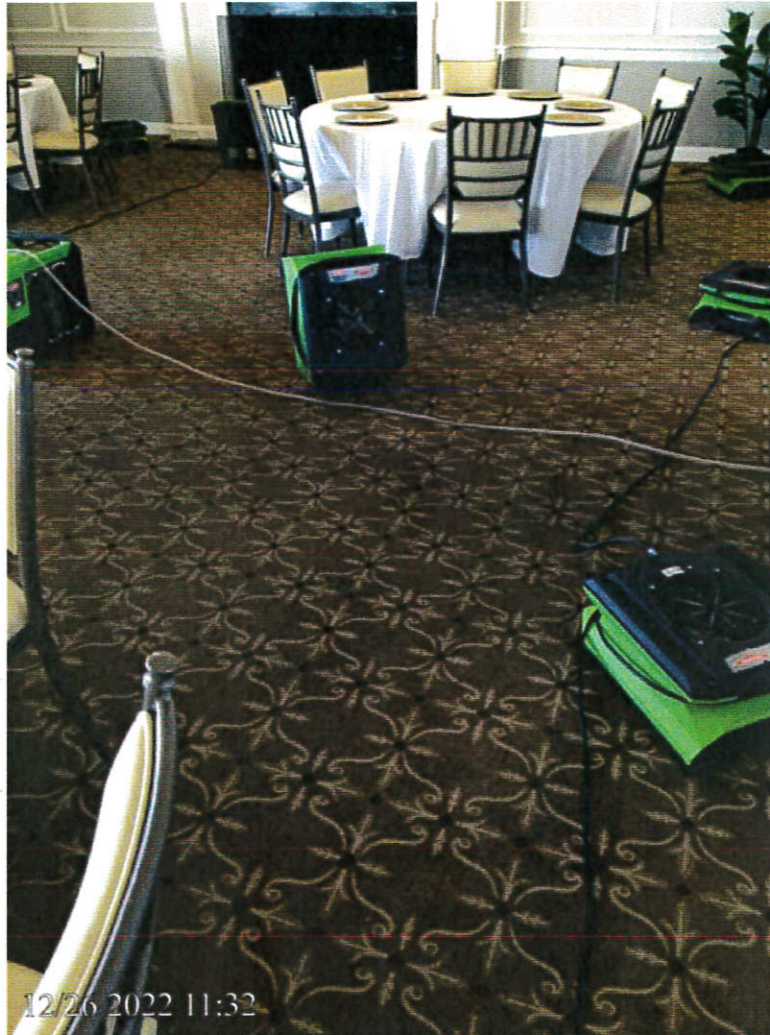
19 19-daily departure dining room 4 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



20 20-daily departure dining room 5 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



21 21-daily departure dining room 6 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



22 22-daily departure dining room 7 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



23 23-daily departure dining room 8 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



24 24-daily departure dining room 9 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



25 25-daily departure dining room Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



26 26-daily departure foyer 10 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



27 27-daily departure foyer 11 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



28 28-daily departure foyer 2 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



29 29-daily departure foyer 3 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



30 30-daily departure foyer 4 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



31 31-daily departure foyer 5 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



32 32-daily departure foyer 6 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



33 33-daily departure foyer 7 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



34 34-daily departure foyer 8

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



35

35-daily departure foyer 9

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



36 36-daily departure foyer Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



37 37-daily departure golf store 10 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



38 38-daily departure golf store 11 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



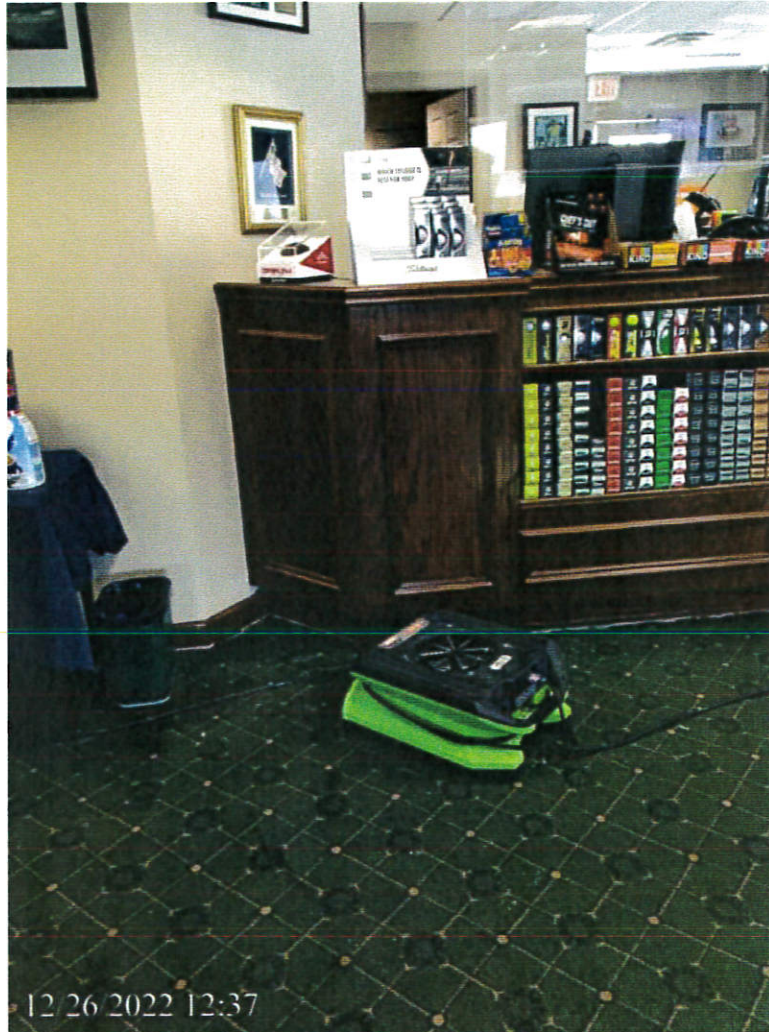
39 39-daily departure golf store 2 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



40 40-daily departure golf store 3 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



41 41-daily departure golf store 4 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



42 42-daily departure golf store 5 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



43 43-daily departure golf store 6 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



44 44-daily departure golf store 7 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



45 45-daily departure golf store 8 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



46 46-daily departure golf store 9 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



47

47-daily departure golf store

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



48 48-daily departure locker room 10 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



49 49-daily departure locker room 11 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



50 50-daily departure locker room 2 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



51 51-daily departure locker room 3 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



52 52-daily departure locker room 4 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



53 53-daily departure locker room 5 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



54 54-daily departure locker room 6 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



55 55-daily departure locker room 7 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



56 56-daily departure locker room 8 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



57 57-daily departure locker room 9 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



58 58-daily departure locker room Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



59 59-daily departure woman
bathroom 2

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



60 60-daily departure woman
bathroom 3

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



61 61-daily departure woman
bathroom 4

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



62 62-daily departure woman
bathroom

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



63 63-Front of Structure

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



64 64-Post Mitigation - Ball room Date Taken: 12/30/2022
(Zone 2) 2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



65 65-Post Mitigation - Ball room
(Zone 2)

Date Taken: 12/30/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



66 66-Post Mitigation - Dining Room Date Taken: 12/30/2022
(Zone 2) 2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



67 67-Post Mitigation - Dining Room Date Taken: 12/30/2022
(Zone 2) 3

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



68 68-Post Mitigation - Dining Room Date Taken: 12/30/2022
(Zone 2) 4

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



69 69-Post Mitigation - Dining Room Date Taken: 12/30/2022
(Zone 2)

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



70 70-Post Mitigation - Foyer (Zone 2) Date Taken: 12/30/2022
2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



71 71-Post Mitigation - Foyer (Zone 2) Date Taken: 12/30/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



72 72-Post Mitigation - Golf store Date Taken: 12/30/2022
(Zone 3) 2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



73 73-Post Mitigation - Golf store
(Zone 3)

Date Taken: 12/30/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



74 74-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 10

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



75 75-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 11

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



76 76-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 12

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



77 77-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 13

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



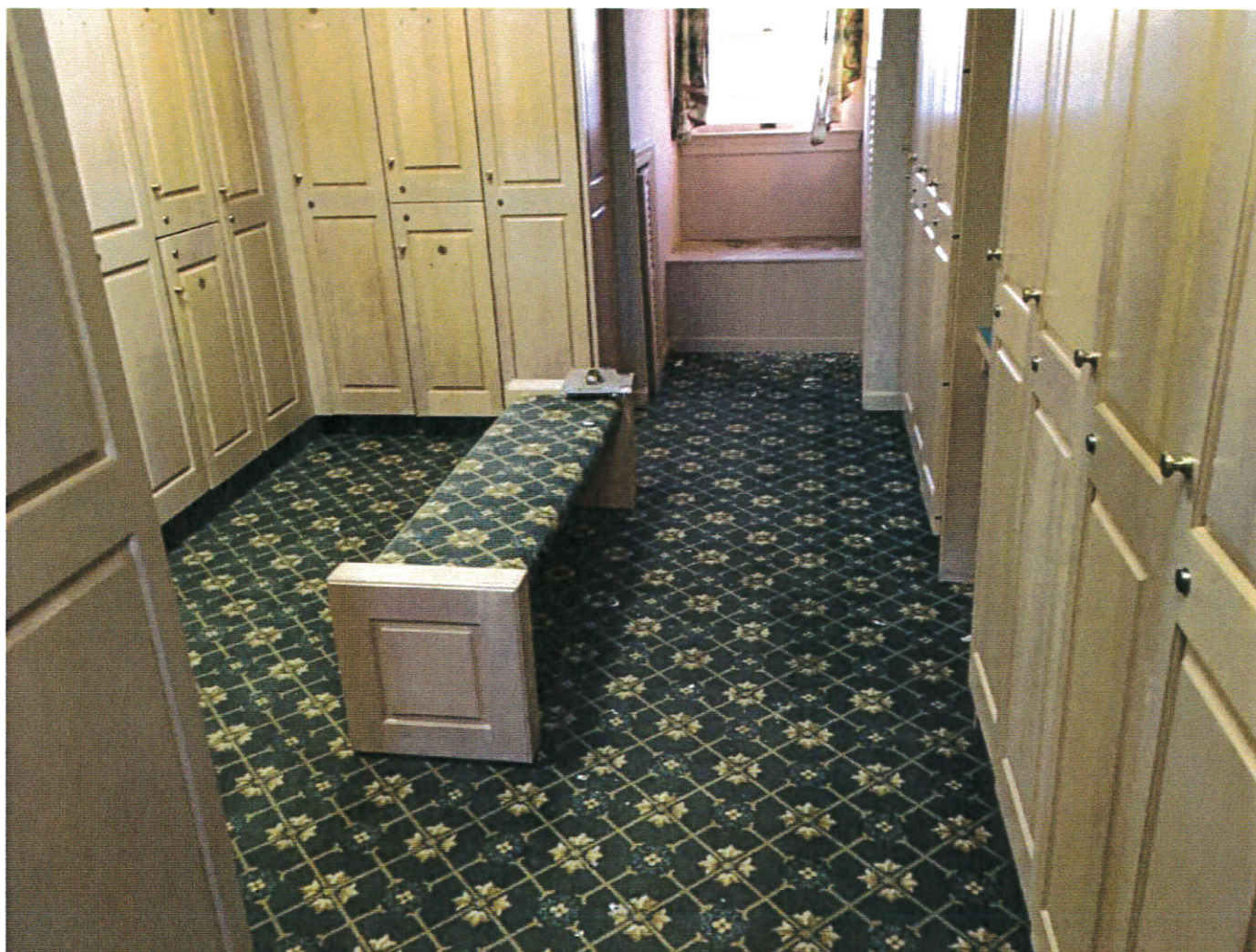
78 78-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



79 79-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 3

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



80 80-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 4

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



81 81-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 5

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



82 82-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 6

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



83 83-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 7

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



84 84-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 8

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



85 85-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1) 9

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



86 86-Post Mitigation - Locker room Date Taken: 12/30/2022
(Zone 1)

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



87 87-Post Mitigation - Woman
bathroom (Zone 1) 2

Date Taken: 12/30/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



88 88-Post Mitigation - Woman
bathroom (Zone 1) 3

Date Taken: 12/30/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



89 89-Post Mitigation - Woman
bathroom (Zone 1)

Date Taken: 12/30/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



90 90-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2) 10

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



91 91-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2) 11

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



92 92-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2) 2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



93 93-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2) 3

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



94 94-Pre-Mitigation - Ball room
(Zone 2) 4

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



95 95-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2) 5

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



96 96-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2) 6

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



97 97-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2) 7

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



98 98-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2) 8

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



99 99-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2) 9

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



100 100-Pre-Mitigation - Ball room Date Taken: 12/26/2022
(Zone 2)

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



101 101-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 10

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



102 102-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 11

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



103 103-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 12

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



104 104-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 13

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



105 105-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



106 106-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 3

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



107 107-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 4

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



108 108-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 5

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



109 109-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 6

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



110 110-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 7

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



111 111-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 8

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



112 112-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1) 9

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



113 113-Pre-Mitigation - Dining Room Date Taken: 12/26/2022
(Zone 1)

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



114 114-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
10

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



115 115-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
11

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



116 116-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
12

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



117 117-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
13

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



118 118-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
14

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



119 119-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



120 120-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
3

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



121 121-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
4

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



122 122-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
5

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



123 123-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
6

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



124 124-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
7

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



125 125-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
8

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



126 126-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022
9

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



127 127-Pre-Mitigation - Foyer (Zone 2) Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



128 128-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 10

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



129 129-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 11

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



130 130-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 12

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



131 131-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



132 132-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 3

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



133 133-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 4

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



134 134-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 5

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



135 135-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 6

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



136 136-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 7

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



137 137-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 8

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



138 138-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3) 9

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



139 139-Pre-Mitigation - Golf store Date Taken: 12/26/2022
(Zone 3)

Servpro of Montclair/West Orange
50 S Center Street Unit 15
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NJ Registration # 13VH09181100



140 140-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 10

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



141 141-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 11

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



142 142-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 12

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



143 143-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 13

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



144 144-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 14

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



145 145-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 15

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



146 146-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 16

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



147 147-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 17

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



148 148-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 2

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



149 149-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 3

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



150 150-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 4

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



151 151-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 5

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



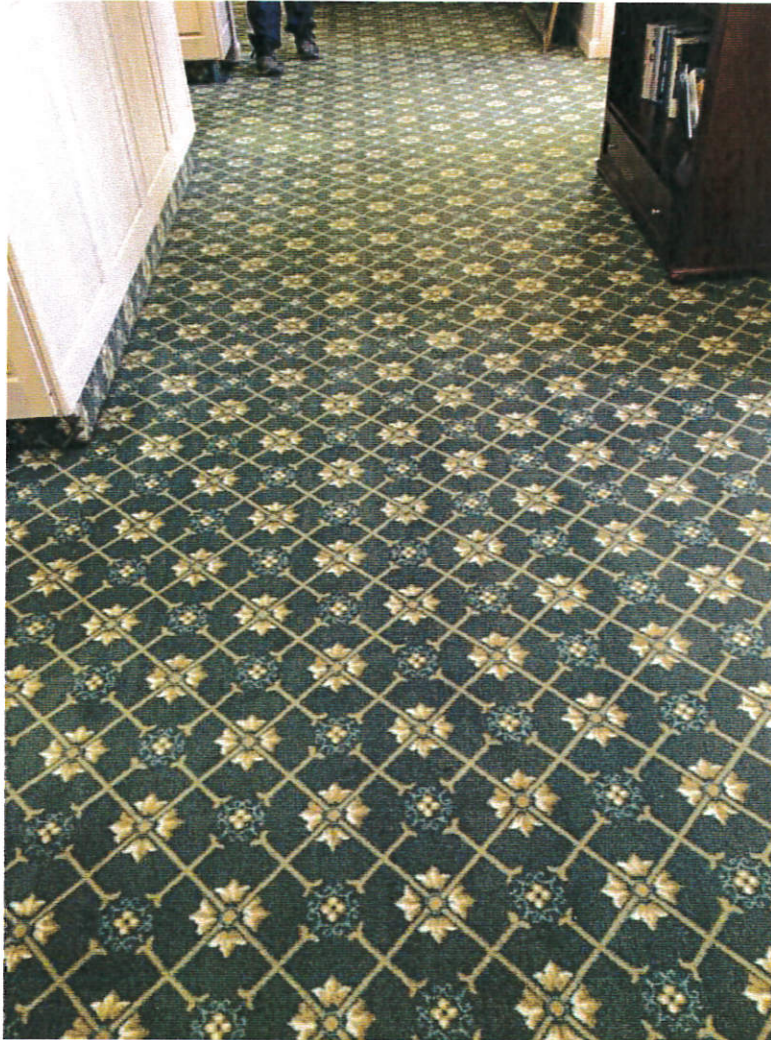
152 152-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 6

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



153 153-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 7

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



154 154-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 8

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



155 155-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1) 9

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



156 156-Pre-Mitigation - Locker room Date Taken: 12/26/2022
(Zone 1)

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



157 157-Pre-Mitigation - Woman
bathroom (Zone 1) 2

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



158 158-Pre-Mitigation - Woman Date Taken: 12/26/2022
bathroom (Zone 1) 3

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



159 159-Pre-Mitigation - Woman Date Taken: 12/26/2022
bathroom (Zone 1) 4

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



160 160-Pre-Mitigation - Woman bathroom (Zone 1) 5 Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



161 161-Pre-Mitigation - Woman
bathroom (Zone 1) 6

Date Taken: 12/26/2022

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



162 162-Pre-Mitigation - Woman Date Taken: 12/26/2022
bathroom (Zone 1) 7

Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100



163 163-Pre-Mitigation - Woman
bathroom (Zone 1) 8

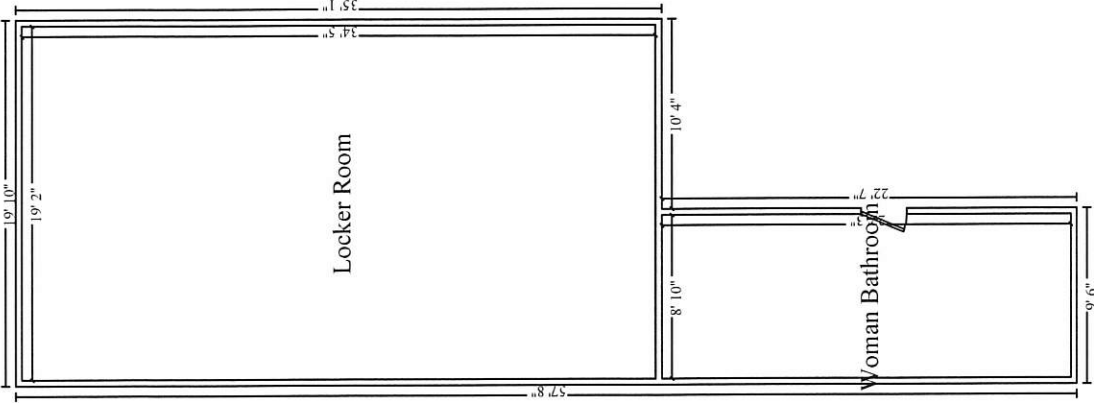
Date Taken: 12/26/2022

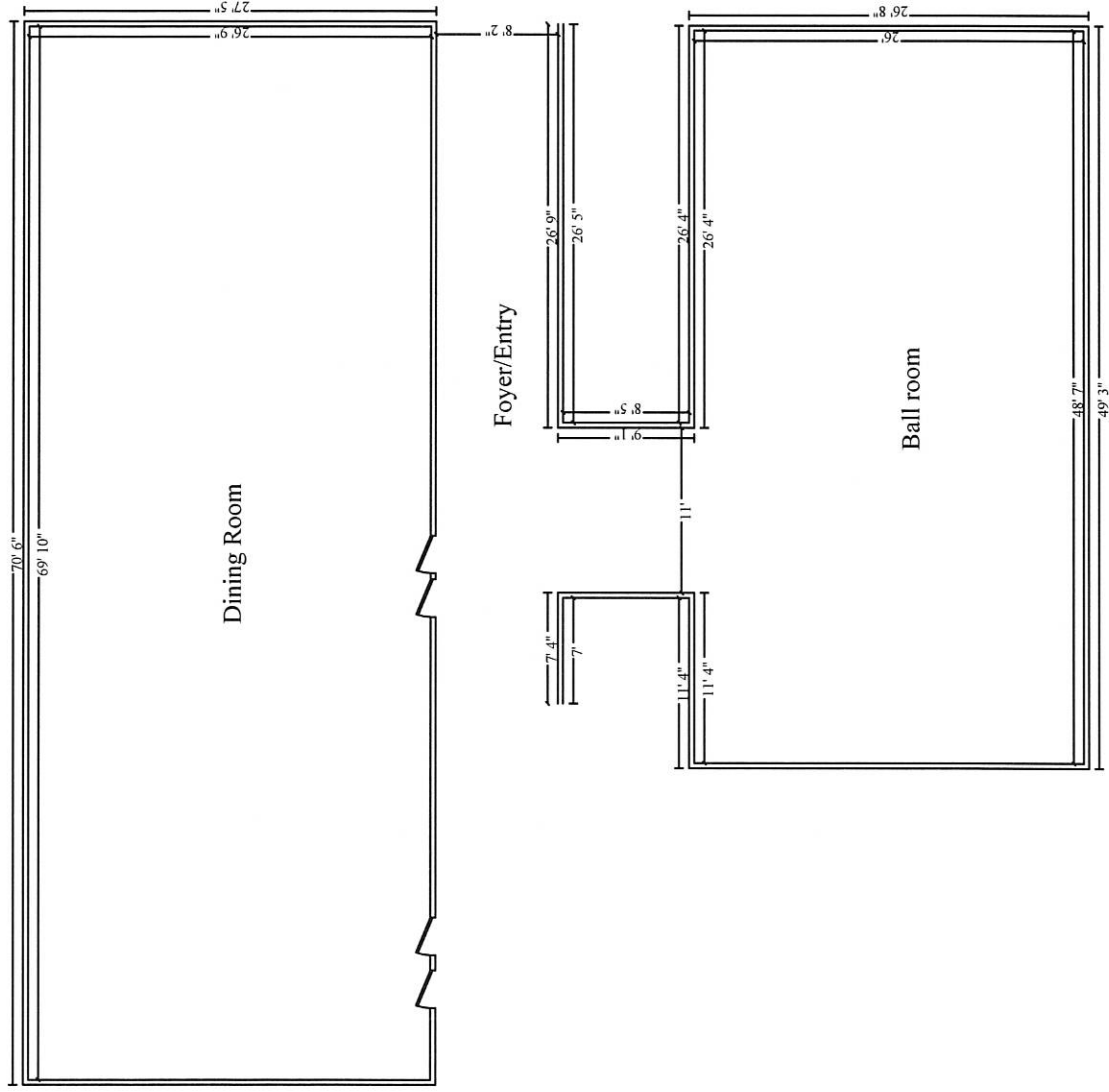
Servpro of Montclair/West Orange
50 S Center Street Unit 15
Orange, NJ 07050
TIN #: 81-3527002
NJ Registration # 13VH09181100

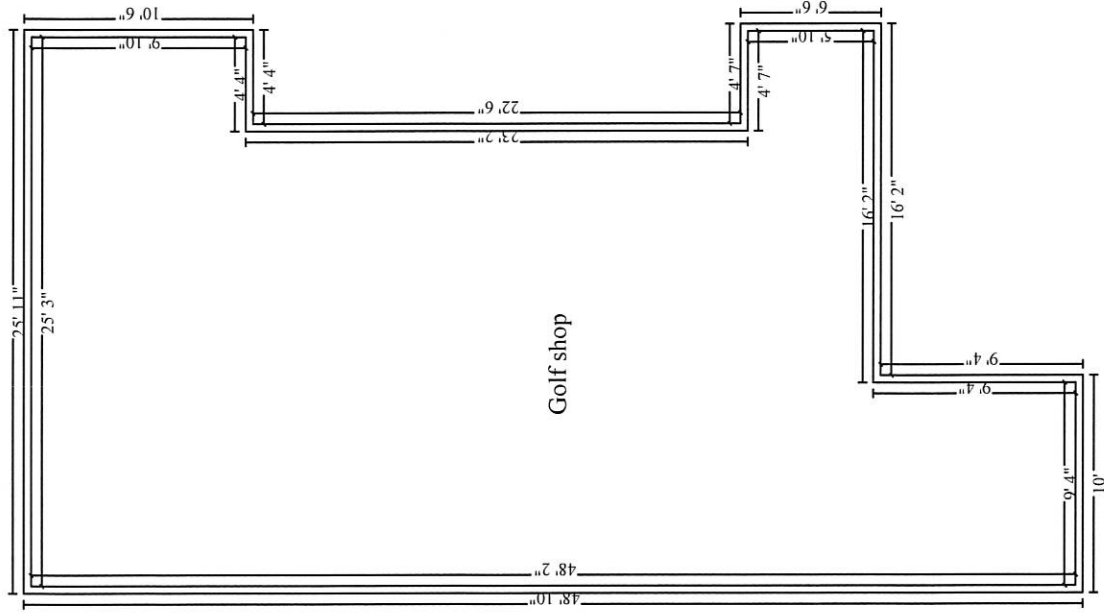


164 164-Pre-Mitigation - Woman
bathroom (Zone 1)

Date Taken: 12/26/2022









Location : CINTAS FIRE PROTECTION

*** INVOICE CUSTOMER COPY ***

Invoice # : 0B61245378 Inv Date : 12/25/2022
Customer : 39938 Loc : B61
Type : CHG-S Route : 55
PO Number : Acct # : 39938
WO Number : 145199 Acct Zip : 07052
Service Visit : 8902463

Remit to:
CINTAS FAS LOCKBOX 636525
P.O. BOX 636525
CINCINNATI, OH 452636525
(973) 347-3901

Bill to:
ROCK SPRING GOLF CLUB
90 ROCK SPRING RD
KEMPER SPORTS
WEST ORANGE, NJ 070523007

Serviced:
ROCK SPRING GOLF CLUB
90 ROCK SPRING RD
WEST ORANGE, NJ 070523007

Item	Qty	Description	Unit Price	Net Amount	Tx
LABOR73	1	ANOTHER HEAD WENT OFF IN THE LADIES LOCKER ROOM ON 2ND FLOOR. PLUGGED T HEAD AND FILLED SYSTEM BACK UP. NEED TO RETURN TO REPLACE HEAD.	3000.00	3,000.00	N
SC	1	SERVICE CHARGE	117.41	117.41	N
SUB-TOTAL :				3,117.41	
TAX :				.00	
TOTAL :				3,117.41	

ON A SCALE OF 0-10 HOW LIKELY ARE YOU TO RECOMMEND
CINTAS TO A FRIEND OR COLLEAGUE

FOR INVOICE COPIES OR PAYMENT PLEASE CALL
CHRISTY 570-891-0441 OR EMAIL LAIRDC2@CINTAS.COM
FOR YOUR CONVENIENCE, WE ACCEPT ALL MAJOR CREDIT
CARDS OR CHECK BY PHONE AT NO ADDITIONAL COST
THANK YOU FOR YOUR BUSINESS

FOR SERVICE QUESTIONS
PLEASE CONTACT 973-347-3901 (OPTION #2)



FIRE PROTECTION SERVICES GENERAL TERMS AND CONDITIONS

The terms and conditions below are excerpts taken from Cintas Fire Protection Services General Terms and Conditions, a complete copy of which is available upon request from your Cintas representative or online at [Cintas.com/firecontract].

13. Equipment Exchange. Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title, and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES,

OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANYWAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF CINTAS'S LIABILITY; LIQUIDATED DAMAGES. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.



Location : CINTAS FIRE PROTECTION

*** INVOICE

CUSTOMER COPY ***

Invoice # : 0B61245379 Inv Date : 12/24/2022
Customer : 39938 Loc : B61
Type : CHG-S Route : 55
PO Number : Acct # : 39938
WO Number : 146492 Acct Zip : 07052
Service Visit : 8902468

Remit to:
CINTAS FAS LOCKBOX 636525
P.O. BOX 636525
CINCINNATI, OH 452636525
(973)347-3901

Bill to:
ROCK SPRING GOLF CLUB
90 ROCK SPRING RD
KEMPER SPORTS
WEST ORANGE, NJ 070523007

Serviced:
ROCK SPRING GOLF CLUB
90 ROCK SPRING RD
WEST ORANGE, NJ 070523007

Item	Qty	Description	Unit Price	Net Amount	Tx
LABOR73	1	HEAD WENT OFF IN PRO SHOP.PLUGGED OFF HEAD AND FILLED SYSTEM CAUSING ANOTHER HEAD TO GO OFF ON THE 2ND FLOOR LOCKER ROOM BY LOCKER 92. PLUGG HEAD OFF AND FILLED SYSTEM BACK UP	2000.00	2,000.00	N
SC	1	SERVICE CHARGE	117.41	117.41	N
SUB-TOTAL :				2,117.41	
TAX :				.00	
TOTAL :				2,117.41	

ON A SCALE OF 0-10 HOW LIKELY ARE YOU TO RECOMMEND
CINTAS TO A FRIEND OR COLLEAGUE

FOR INVOICE COPIES OR PAYMENT PLEASE CALL
CHRISTY 570-891-0441 OR EMAIL LAIRDC2@CINTAS.COM
FOR YOUR CONVENIENCE, WE ACCEPT ALL MAJOR CREDIT
CARDS OR CHECK BY PHONE AT NO ADDITIONAL COST
THANK YOU FOR YOUR BUSINESS

FOR SERVICE QUESTIONS



Location : CINTAS FIRE PROTECTION

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Serviced:
ROCK SPRING GOLF CLUB
90 ROCK SPRING RD
WEST ORANGE, NJ 070523007

Item	Qty	Description	Unit Price	Net Amount Tx
PLEASE CONTACT 973-347-3901 (OPTION #2)				



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OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF CINTAS'S LIABILITY: LIQUIDATED DAMAGES. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.



Location : CINTAS FIRE PROTECTION

*** INVOICE CUSTOMER COPY ***

Invoice # : 0B61245492 Inv Date : 12/29/2022
Customer : 39938 Loc : B61
Type : CHG-S Route : 55
PO Number : Acct # : 39938
WO Number : Acct Zip : 07052
Service Visit : 8901515

Remit to:
CINTAS FAS LOCKBOX 636525
P.O. BOX 636525
CINCINNATI, OH 452636525
(973)347-3901

Bill to:
ROCK SPRING GOLF CLUB
90 ROCK SPRING RD
KEMPER SPORTS
WEST ORANGE, NJ 070523007

Serviced:
ROCK SPRING GOLF CLUB
90 ROCK SPRING RD
WEST ORANGE, NJ 070523007

Item	Qty	Description	Unit Price	Net Amount	Tx
LABOR73	1	LABOR, ENG SPR REPAIR	2000.00	2,000.00	N
PART73	1	PB112C FITTING, BLK REDUCE COUP	3		
		PN1 NIPPLE, BLK 1 X CL	3		
		PN1X2 NIPPLE, BLK 1" X 2"	3		
			614.05	614.05	N
		SUB-TOTAL :		2,614.05	
		TAX :		.00	
		TOTAL :		2,614.05	

ON A SCALE OF 0-10 HOW LIKELY ARE YOU TO RECOMMEND
CINTAS TO A FRIEND OR COLLEAGUE

FOR INVOICE COPIES OR PAYMENT PLEASE CALL
CHRISTY 570-891-0441 OR EMAIL LAIRDC2@CINTAS.COM
FOR YOUR CONVENIENCE, WE ACCEPT ALL MAJOR CREDIT
CARDS OR CHECK BY PHONE AT NO ADDITIONAL COST
THANK YOU FOR YOUR BUSINESS

FOR SERVICE QUESTIONS



Location : CINTAS FIRE PROTECTION

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90 ROCK SPRING RD
WEST ORANGE, NJ 070523007

Item	Qty	Description	Unit Price	Net Amount Tx
		PLEASE CONTACT 973-347-3901 (OPTION #2)		



FIRE PROTECTION SERVICES GENERAL TERMS AND CONDITIONS

The terms and conditions below are excerpts taken from Cintas Fire Protection Services General Terms and Conditions, a complete copy of which is available upon request from your Cintas representative or online at [Cintas.com/firecontract].

13. Equipment Exchange. Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title, and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

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O'Keeffe Contracting llc
Since 1964
10 Beasley st West
Orange Nj 07052
Carpenters- Painters
Residential - Commercial
Phone 973-731-0258
Fax 973-731-0258

OKEEFFE CONTRACTING LLC
10 Beasley St.
West Orange, NJ 07052
(973)731-0258
okeeffecontracting@gmail.com

Proposal

ADDRESS

Township of West Orange
66 Main st
West Orange, NJ 07052

SHIP TO

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

PROPOSAL # 1665

DATE 01/18/2023

ACTIVITY

AMOUNT

Proposal for Harwood floor repairs due to water damage

Services

5,500.00

Area 1

Remove damaged/cupping flooring and replace with new 3 1/4" oak flooring in main hallway and hallway by ballroom

Sand, stain and finish Main hallway up to carpeted area and side hallway to ballroom (new finish may not match ballroom 100%) app 480 sq ft

Services

3,000.00

Area 2 (recommended for best finish)

Ballroom

Sand stain and finish complete ballroom so all floors match in color and finish

TOTAL

~~\$8,500.00~~
\$5,500.00

Accepted By

Accepted Date

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OKEEFFE CONTRACTING LLC
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West Orange, NJ 07052
(973)731-0258
okeeffecontracting@gmail.com

INVOICE

BILL TO

Township of West Orange
66 Main st
West Orange, NJ 07052

SHIP TO

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

INVOICE # 1290

DATE 01/12/2023

DUE DATE 01/12/2023

TERMS Due on receipt

DESCRIPTION

AMOUNT

Services

20,400.00

Bill for emergency work completed at The Rock spring Club for water damage repair

Pro Shop

Remove and dispose all damaged ceiling tiles and carpet
remove water damaged/ buckled subfloor in 3 areas of proshop
Replace subfloor with 3/4 CDX plywood
Furnish and install new ceiling tiles
Furnish and install new carpet in pro shop

Banquet Hall and main hallway

Remove damaged ceiling tiles
Remove damaged drywall in hallway ceiling
Furnish and install damaged ceiling tiles
patch ceiling with new drywall and tape and spackle complete
Prepare prime and paint complete hallway ceiling

Included in bill

We will return at managers request to complete carpet in managers office and drywall, paint
repairs in ladies locker room

BALANCE DUE

\$20,400.00

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et. seq, commonly referred to as the Municipal Services Act, the Township of West Orange entered into an Agreement with Llewellyn Park entitled “Municipal Services Agreement” and dated December 23, 2010; and

WHEREAS, the Municipal Services Agreement specified the services the Township shall provide Llewellyn Park or the cost of services the Township shall reimburse to Llewellyn Park; and

WHEREAS, the Agreement included Leaf Collection from the Park roads as a service and specifies the method for calculating the reimbursement, and it also includes the removal of obstructions such as fallen tree limbs as a service; and

WHEREAS, there is attached hereto a report of the Township Engineer recommending reimbursement for 2022 Leaf Collection costs to Llewellyn Park in accordance with the formula for reimbursement set forth in the Agreement with Llewellyn Park; and

WHEREAS, the Township of West Orange wishes to reimburse Llewellyn Park as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Llewellyn Park be reimbursed as set forth therein, on the attached report of the Township Engineer, Leonard R. Lepore, for 2022 leaf collection.

BE IT FURTHER RESOLVED that the Township Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as feasible.

Karen J. Carnevale, R.M.C.

Tammy Williams, Council President

Adopted: February 7, 2023

I hereby certify funds are available from Account Number: 01-2010-00-7502-115

John O. Gross, Chief Financial Officer

2022 LEAF COLLECTION AND OBSTRUCTION REMOVAL REIMBURSEMENT TO LLEWELLYN PARK

LEAF COLLECTION

PRIVATE COMMUNITY	ROAD LENGTH L.F. MILES	PERCENTAGE OF TOWNSHIP	ENHANCEMENT FACTOR	AMOUNT TO REIMBURSED
LLEWELLYN PARK	47,520 9.0	9.52380%	2.0	\$69,793.60

TOTAL TOWNSHIP MILES

94.5

TOWNSHIP LEAF COLLECTION COST FOR 2022 =

\$366,416.71

NOTES:

Amounts to be reimbursed = % of Township Roads x Township Leaf Collection Cost (or obstruction removal cost) x Enhancement

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

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

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

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

Block	Lot	Qual	Owner's Name & Address	Refund	Amount
109	1.01	C0094	Roderick Dubose Jr. 1023 Smith Manor Blvd	Vintage Title Services (2022 Q4) 51 Main Street, Suite A Sayreville, NJ 08872	\$4,319.30
109	1.01	C0094	Roderick Dubose Jr. 1023 Smith Manor Blvd	CORELOGIC Centralized Refunds (2023 Q1) PO Box 9202 Coppell, TX 75019	\$4,326.00
TOTAL AMOUNT:					\$8,645.30

Karen J. Carnevale
Municipal Clerk

Tammy Williams
Council President

Adopted: February 7, 2023

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

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 **February 7, 2023** 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):

(1) Library Transition including (i) sale of 46 Mt. Pleasant Avenue for 64 deed restricted affordable senior units; (ii) opening of new Library at 10 Rooney Circle; and (iii) interim services for library patrons, (2) Rock Spring Food and Beverage Issues, (3) Rock Spring Community Meeting – Open Public Meetings Act, (4) Downtown Redevelopment Issues (5) The legal ramifications of changing the number of letters of support already issued for the cannabis businesses.

(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 **February 7, 2023**

Motion:

Second:

Vote

Aye:

Opposed:

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

Tammy Williams
Council President

Adopted: February 7, 2023

RESOLUTION

WHEREAS, the Borough of North Caldwell and the Township of West Orange wish to enter an Inter-Local Agreement whereby animal facility sheltering services shall be provided for 2023 (the “Agreement”), a copy of the Agreement is annexed hereto as Exhibit “A;” and

WHEREAS, under the Agreement, the Borough of North Caldwell will pay the Township of West Orange the sum of \$4,018 per annum to be prorated on a semi-annual basis of \$2,009 per period for the contract year 2023; and

WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for the contract year be dedicated to and placed in the dog license account 04-2010-00-6690-304 to cover the costs and other expenses authorized under the agreement; and

WHEREAS, the Health Officer has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, pursuant to the terms of the Agreement, the Borough of North Caldwell shall indemnify the Township of West Orange for any services provided for the Borough of North Caldwell.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and is hereby authorized to execute the Agreement with the Borough of North Caldwell, annexed hereto as Exhibit “A,” for year 2023 ending December 31, 2023; and it is further

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

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

Tammy Williams
Council President

Adopted: February 7, 2023

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INTER-LOCAL AGREEMENT

THIS AGREEMENT, dated as of the **1st day of January, 2023** by and between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, N.J. 07052, hereinafter referred to as "Provider" or "West Orange," and the BOROUGH OF NORTH CALDWELL, a municipal corporation of the State of New Jersey, having principal offices at 141 Gould Avenue, North Caldwell, NJ 07006, hereinafter referred to as "Recipient" or "North Caldwell;"

WITNESSETH

WHEREAS, pursuant to N.J.S.A.40A:65-4 et seq., the Uniform Shared Services and Consolidation Act, any local unit is authorized to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, North Caldwell wishes to retain the services of the West Orange for Animal Facility Sheltering Services for a period of 2023 beginning January 1, 2023 and ending December 31, 2023.

WHEREAS, the Recipient has stated that they impound approximately four (4) to six (6) animals per year, and

WHEREAS, North Caldwell has trained and certified two (2) Animal Control Officers that will perform all animal related functions within their borders.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Facility available to the Recipient on a daily basis, as needed, seven (7) days a week for Recipient Animal Control Officers to impound stray dogs and cats picked up within the borders of North Caldwell.

2. The Recipient will pay the provider the sum of \$4,018 per annum to be prorated on a semi-annual basis of \$2,009 per period and paid within thirty (30) days of receipt of invoice for the contract year 2023.

3. The payment set forth above shall include all employees, equipment and supplies necessary for the care of the animals impounded and the maintenance of the facility, including periodic inspection of animals by a licensed veterinarian.

4. The Provider will provide space at the animal control facility for stray dogs and cats impounded by the Recipient's Animal Control Officers picked up within the borders of the Borough of North Caldwell, provided that the Recipient will not trap for stray cats until the Provider confirms space is available in the quarantine area.

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5. The Recipient will provide Animal Control Officers who will be responsible for the transport of stray animals to the West Orange animal control facility.

6. The Recipient's Animal Control Officers will be responsible for securing animals in the proper cages, completing the cage card information and the log in of animal data.

7. The Recipient shall notify the West Orange Health Department prior to impounding an animal.

8. The impounded dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

9. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be completed upon the payment to the Provider the sum of \$30.00 pick-up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick-up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statutes.

10. Any stray dog or cat in the custody of the Provider charged with biting a human being shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established.

11. The Recipient will be charged a boarding fee of fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

12. The Provider's services include the handling and care of all animals impounded, as described. The charges for owned animals shall be the responsibility of the owner.

13. The Recipient shall advertise or attempt to contact the owner of a stray animal impounded to inform them of the animal's location for redemption.

14. The Provider will not accept sick or injured animals or unwanted owned animals from the Recipient at the animal control facility. If a Recipient animal is determined to be sick or injured the Recipient will be notified to remove the animal for transport to a veterinarian as designated by the Recipient's Animal Control Officers.

15. The Recipient will provide transportation of injured animals to the Recipient's designated veterinarian without assistance from the Provider.

16. The Recipient's Animal Control Officers shall be responsible for the determination and preparation of a specimen to be examined for suspected rabies by the New Jersey Department of Health.

17. The Recipient's Health Department or Animal Control Officers will be responsible for specimen transports to the State for rabies examination.

18. The Provider will be responsible for the annual shelter report filed with the State each year for contract communities.

19. The Provider will include Recipient residents in the free rabies vaccination clinics sponsored at the West Orange locations.

20. The Recipient will indemnify and save the Provider Municipality harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

for spe 21. Under the terms of this contract, one or both parties may terminate the contract within Sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

22. This is a one-year Contract ending December 31, 2023 and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

BOROUGH OF NORTH CALDWELL
RECIPIENT

indirectly fr

for spe
ATTEST: Sami Michitotti
BOROUGH CLERK

BY: John H. Huganir
MAYOR

TOWNSHIP OF WEST ORANGE
PROVIDER

ATTEST: _____
KAREN CARNEVALE, R.M.C.
TOWNSHIP CLERK

BY: _____
MAYOR

SCHEDULE A

**ADDENDUM TO ANIMAL FACILITY SHELTERING SERVICES CONTRACT
BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH
OF NORTH CALDWELL, RECIPIENT.**

1. The Borough of North Caldwell will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of North Caldwell pursuant to the terms and conditions of this Contract or for actions or conduct that occurs at the Provider's Animal Control Facility as it relates to the sheltering of impounded stray dogs and contracts from the Borough of North Caldwell pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of this sheltering agreement with the Borough of North Caldwell of the services of the Provider's Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of North Caldwell by directing same to the Mayor and Business Administrator.

2. The Borough of North Caldwell shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of North Caldwell provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services performed at an animal sheltering facility recognized throughout the State of New Jersey.

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RESOLUTION

WHEREAS, it is necessary for the Township to hire a contractor to perform the work associated with 2020 CDBG Mitchell Street Improvements project; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)f, authorizes the Township to contract without public bidding for the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities (BPU), in accordance with tariffs and schedules of charges made, charged or exacted, filed with the BPU; and

WHEREAS, Public Service Electric and Gas (PSE&G) Company is a public utility company and has submitted a proposal for the 2020 CDBG Mitchell Street Improvement project totaling the amount of \$77,321.87 to perform the above-described work in accordance with the tariffs or schedules of charges filed with the BPU; 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 in the amount of \$77,321.87 to perform work associated with the 2020 CDBG Mitchell Street Improvements project is awarded to PSE&G Company, in the contract amount of \$77,321.87.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute a contract to PSE&G in connection with the associated work on the 2020 CDBG Mitchell Street Improvements project on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Tammy Williams, Council President

Adopted: February 7, 2023

I hereby certify funds are available

**ACCT NO.
2022 Capital Budget**

\$77,321.87

John Gross, Chief Financial Officer



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: Township of West Orange, Mitchell St, West Orange
Customer Name: Township of West Orange
For Service at Address: Mitchell St, West Orange

Contract Account # 6541572003

CostType	Product	Qty	Amount
Install	Luminaire	15	\$402.15
Monthly Install Totals		15	\$402.15
Upfront	Cost of Construction	1	\$55,013.12
	Pole	15	\$27,682.35
	Foundation Credit	15	(\$5,373.60)
Upfront Totals		31	\$77,321.87

This is Not an Invoice



We make things work for you.

Request for Lighting Service - PSEG Confidential

Project Name: Township of West Orange, Mitchell St, Project Status Agreement Presented Date: 1/30/2023

Customer Name: Township of West Orange BP# 1002238958 Contract Account # 6541572003

Service Address: Mitchell St, West Orange Effective Date: 1/30/2023

Contact Name: Leonard Lepore Contract Term: 5 Years Distribution: UG

Office Tel: (973) 325-4165 Cell Phone: Email: Zcarballo@westorange.org

Fax:

☐ OfficeRecord

Purchase Order #

STANDARD		SPECIAL					
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #	
5002383920	4004117053	4004759121	6621943	500962334			

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Secon Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remov Rate	Upfrnt Rate	Access Product Qty	Access Product Code	Access Upfrnt Rate	Found Credit Qty	Found Credit Amt	ID
Luminair	15	EX059941BL	BPL	New	☐	☐	☐	Install	New	Set Exist	26.81	0.00	0.00			0.00		0.00	2610
Pole	15	EX044079LP	BPL_NC	New	☐	☐	☐	Install	New	Set Exist	0.00	0.00	1,845.49			0.00	15	358.24	2611

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals	
\$77,321.87				Cost for Construction (CIAC)	\$55,013.12
Installs: Monthly Service Charge Totals Luminaire Mth Svc Charge Total \$402.15 Pole Mthly Service Charge Total \$0.00 Bracket Mthly Serv Chrg Total \$0.00 Mthly Service Charge Totals \$402.15				Foundation Credit Total	\$5,373.60
Removes: Prior Charges (No Charge to Remove) Luminares: Prior Monthly Charges \$0.00 Poles: Prior Monthly Charges \$0.00 Brackets: Prior Monthly Charges \$0.00 Prior Monthly Charge Totals \$0.00				Pole Upfront Cost Total	\$27,682.35
				Bracket Upfront Cost Total	\$0.00
				Accessory Upfront Cost Total	\$0.00
				Lumin Upfront Cost Total	\$0.00

Comments

RepEmail: Patrick.Buck@pseg.com

Tel: (609) 510-1982

Print Signatory Name/Title:

X Zayibeth Carballo

PSEG Representative: Pat Buck

*Authorized Signature:

DocuSigned by:

Zayibeth Carballo

309D3A492DBF4E4...

***In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.**

STANDARD TERMS CONDITIONS**PSEG Street and Area Lighting Service**

SECTION 1 -SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a – TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214
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SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.
2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.
3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.
4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.
5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal" , constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 – CANCELTION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

RESOLUTION

WHEREAS, on January 6, 2023, the Township issued a Request for Qualifications (“RFQ”) seeking a consultant with respect to the Solid Waste and Recycling Contracts for 2023; and

WHEREAS, the above services are necessary and appropriate because the Township’s solid waste and recycling contracts expire in September 2023 and significant increases have been noted concerning other municipal Solid Waste and Recycling Contracts caused by fuel increases, labor shortages, and other economic and personnel constraints; and

WHEREAS, Wayne DeFeo (“DeFeo”) timely responded to the Township’s Request for Qualifications pursuant to a fair and open process; and

WHEREAS, DeFeo has served as the Townships environment compliance officer since 2005 and has certified that he made no political contributions to the Mayor or any of the Council Members; and

WHEREAS, DeFeo has proposed to serve as a consultant to assist in the 2023 Solid Waste and Recycling bidding process services to the Township, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A” at an hourly rate of \$185 not to exceed \$30,000; and

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 DeFeo as a consultant to assist in the 2023 Solid Waste and Recycling bidding process services for the Township on the terms and conditions set forth therein at an hourly rate of \$185 with a maximum fee of \$30,000; and it is further

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

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

Tammy Williams
Council President

Adopted: February 7, 2023

I hereby certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

COPY

January 9, 2023

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

RE: Consultant Solid Waste and Recycling Contracts for 2023

Dear Ms. Reynolds,

Pursuant to the Township of West Orange Public Notice for the Solicitation of Professional Services for the above referenced RFP, please accept the attached proposal from DeFeo Associates for the provision of Consultant, Solid Waste and Recycling Contracts for 2023. This proposal is being submitted under the requirements of the Fair and Open Public Solicitation Process for Professional Services.

DeFeo Associates will provide the following services:

1. Prepare outline of issues regarding current bidding situation for presentation to the Mayor, Township Council, Solid Waste Advisory Committee and public.
2. Meet with Township representatives to present status of current bidding situations in New Jersey.
3. Present recommendations and potential strategies to address service, personnel issues, fluctuating fuel and other prices, etc. The consultant should provide areas where the modification of services may provide for additional competing bids and/or lower costs in providing these services.
4. Participate in meetings with the procurement team to develop all bid specifications including options.
5. Assist staff in preparation solid waste collection bid documents. All specifications are to be prepared for Purchasing and Corporation Assistant Township Attorney review.
6. Assist in Office of State Comptroller (OSC) review and comments if received by the Township.
7. Meet to review draft bid specifications after final approval from OSC.
8. Attend Pre-Bid Meeting
9. Assist in the preparation of responses to the Pre-Bid Meeting and prepare any addenda as required.
10. Attend meetings as required to review findings or to present findings at Township Council meeting.

11. Assist in the review of bid submissions to determine adherence with bid requirements, an investigation of responses provided by each bidder and the preparation of a report on relevant findings.
12. Assist in any negotiations that may or may not be required through the term of the bid process.

Please note that DeFeo Associates is neither disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

Additionally, please note our qualifications as outlined below:

DeFeo Associates submits that his firm is uniquely qualified to provide the services requested by the Township of West Orange.

Wayne DeFeo is the principal and founder of DeFeo Associates; a full service Environmental Consulting firm that provides clients with environmental expertise with a strong emphasis on **Environmental Sustainability**. Wayne has been "green" consulting for over 29 years.

He has a Bachelor of Science degree in Biology and a Master of Arts degree in Environmental Studies from Montclair State College (University). He is a Certified Teacher of Science and a **LEED Accredited Professional, BD&C**. He has received numerous awards for his contributions to the environmental field.

Wayne currently serves as Secretary on the Somerset County New Jersey Energy Council, is on the Board of Directors for the Association of New Jersey Recyclers, Board of Directors and Recycling Certification Institute. From 2015 to 2020, Wayne served on the State Solid Waste Advisory Council.

In 2021, Wayne was nominated by Governor Murphy to the Food Waste Recycling Market Development Council. He has been confirmed as Chairman of this Council.

After a successful career in education, teaching many courses in environmental, physical and life science, Wayne became recycling coordinator in Somerset County, New Jersey, where he ran one of the first national award-winning curbside recycling programs in the country. Under his direction, long-term markets were secured and **public participation increased by over 600%** in just 2 years. As Deputy Director of Solid Waste for the New Jersey Board of Public Utilities, Wayne was responsible for all aspects of solid waste regulation within New Jersey.

Wayne then led New Jersey's efforts in establishing regulatory programs designed to increase public participation and represented the industry in an international trade association.

Later, Wayne was the first New Jersey market development director for Browning-Ferris Industries (BFI), a national waste management company. During his tenure as director,

BFI won its largest municipal bid in local company history. The company established a presence statewide as a corporate citizen and developed its first public outreach campaign.

Today, Wayne is recognized as a leader in the recycling industry. He has received special recognition from the NJDEP for his contributions to recycling and currently serves as a Faculty Coordinator for Rutgers University's School of Continuing and Professional Education. Wayne has developed courses in Recycling Contract Writing and has been a course instructor in New Jersey's Recycling Coordinator Certification Program for over 25 years. Wayne teaches courses including: Recycling Practice and Theory, Collection Techniques and a short course for alternate series attendees on Recycling Economics. In addition, Wayne teaches the single course recognized by the NJDEP for Certified Compost Facility Operators.

Wayne has been recognized as an expert on environmental matters in both state and federal court and within multiple state legislatures. Wayne co-authored Practical Recycling Economics, a manual published by Rutgers University, which is designed to help governments, and businesses make the most of their recycling program dollars. For this effort he received the Outstanding Achievement in Recycling Award from the New Jersey Department of Environmental Protection.

Wayne's extensive experience in government relations has allowed him to develop the skills and contacts necessary for dealing with the most critical of environmental-related issues. He has successfully negotiated with County Government, the New Jersey Department of Environmental Protection, NJ Attorney General's Office and the NJ Board of Public Utilities on issues ranging from solid waste licensing to environmental and regulatory changes covering many areas of environmental concern.

In addition, Wayne has extensive experience working with the legislative process. He has successfully guided deregulation, penalty reform and regulatory reform legislation from inception to signing.

He has served on the Solid Waste Collectors Deregulation Committee with the DEP Commissioner. He served as Vice Chairman on the Interstate Environmental Commission from 1998-2002 and as a Commissioner from 1996-2002. Currently Wayne has been appointed as Chairman of the Food Waste Recycling Market Development Council by Governor Murphy in order to help establish markets for compost in New Jersey.

In addition to having prepared expert reports on many aspects of operations and contract parameters, Wayne has testified in Superior and Federal Court. He has served on several study commissions including the NJDEP Study Commission on Solid Waste. Wayne has also testified before numerous state legislative bodies in Connecticut, Massachusetts, New Jersey, and New York. He has worked with the members of the U.S. Senate and the House of Representatives and the United States Environmental Protection Agency on environmental matters.

Wayne has presented extensively on recycling and solid waste matters including presentations at the New Jersey League of Municipalities, the College of Staten Island Fresh Kills Landfill Conference, Rutgers University, and numerous business associations.

He has published a number of articles on recycling and sustainability and has appeared in multiple news and television presentations on recycling. Most recently, Wayne appeared on the Woodbridge, NJ television station to help educate the public about the dangers of batteries that are improperly disposed of as solid waste and recycling.

Certifications & Affiliations

- LEED Accredited Professional
- Member, US Green Building Council
- Member, Somerset County Energy Council
- Certified Energy Auditor
- Board Member, Association of NJ Recyclers
- Member, US Composting Council
- Board Member, Recycling Certification Institute
- Certified Agent for Commercial RCI certification
- Past Member, NJ Department of Environmental Protection for Transformation and Modernization Evaluation of the NJDEP's Solid and Hazardous Waste Management Program
- N.J.D.E.P. Certified Compost Facility Operator
- K-12 - Comprehensive Certification, Teacher of Science, New Jersey Department of Education
- Master of Arts, Environmental Studies, Montclair State College
- Bachelor of Science, Biology, Montclair State College

Awards

- Outstanding Regional Recycling Program, National Recycling Coalition
- Outstanding Achievement in Recycling, Regional Recycling Program, New Jersey Department of Environmental Protection
- Certificate of Appreciation for Contributions to State Recycling Efforts, Robert C. Shinn, Jr. Commissioner, New Jersey Department of Environmental Protection
- Outstanding Achievement in Recycling, Commissioners Award for work on Practical Recycling Economics, Making the Numbers Work for Your Program, New Jersey Department of Environmental Protection
- REX Award for outstanding contributions to Recycling in NJ, Association of New Jersey

Dominick D'Altilio brings hands-on experience to DeFeo Associates' public works, municipal recycling and waste management consulting services. Dominick has been a Certified Recycling Professional since 1993 and is one of the longest serving CRP's in the state (See attached CRP Certificate).

For over thirty-five years, he was employed by the City of East Orange as its Assistant Director of Public Works, Sanitation Superintendent and Recycling Coordinator. There

he was responsible for developing goods and services specifications, authoring solid waste and recycling collection service contracts, devising routing schemes and overseeing recycling collection and handling operations.

During his tenure, he was given the Outstanding Achievement in Recycling award by the New Jersey Department of Environmental Protection and Energy, as well as the Recycling Excellence Award from the Association of New Jersey Recyclers (ANJR). For nearly twenty years, Dominick has been an instructor and speaker for Rutgers University and Cook College Undergraduate and Continuing Professional Education programs, where he lectures on topics including Waste and Recycling Collection Techniques, Contract & Specification Writing and Routing.

He authored "The Recycling Coordinator's Primer", which is designed for recycling coordinators and contains information about the laws governing and regulating recycling in New Jersey and a fundamental understanding of their duties.

Since joining DeFeo Associates, Dominick has helped to develop public works best practices manuals as well as managed departmental management transitions for DeFeo clients. He recently ended a long tenure as the president of the Association of NJ Recyclers and is an Advisory Committee Member, Facility Coordinator and Instructor in the NJ Recycling Certification Series. **He is a Certified Recycling Professional and will fill that position within DeFeo Associates for the duration of this contract.**

For a complete list of experience and qualifications, and in the interest of source reduction, DeFeo Associates submits the following electronic link for your consideration www.defeoassociates.com.

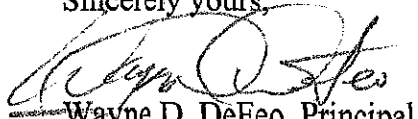
Here the Township will see numerous examples of DeFeo Associates work enhancing recycling programs for Burlington County, NJ, Novartis, Middletown, Paterson and other public and private organizations.

Pursuant to the requirements of the proposal package, I have submitted one (1) original and one (1) copy of the sealed submission.

Please do not hesitate to contact me with any questions that you might have.

Thank you for the opportunity to be of service.

Sincerely yours,


Wayne D. DeFeo, Principal
DeFeo Associates

Request For Qualifications

**Consultant Solid Waste and Recycling Contracts for
2023**



ISSUE DATE: January 6, 2023

DUE DATE & TIME: January 18, 2023 at 11:00 AM

Issued by: Township of West Orange

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 2023 calendar year. The submission date is Wednesday, January 18, 2023 by 11:00 AM. Proposal packages are available via email to: preynolds@westorange.org or on the Township website.

Professional Services Requested: **Consultant Solid Waste and Recycling Contracts for 2023**

Please submit sealed request for qualifications no later than 11:00 AM on Wednesday, January 18, 2023 to the Township of West Orange, 66 Main Street, West Orange, NJ 07052, Attn: Panayiota Reynolds, QPA. The Municipal Building is currently closed to the public. Envelopes should be clearly marked with title of RFQ, name and address of party submitting, at the address mentioned above and should be mailed or hand delivery will be accepted at a designated location in the front entrance of the Municipal Building. 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

TOWNSHIP OF WEST ORANGE

REQUEST FOR QUALIFICATIONS
FOR THE POSITION OF A CONSULTANT
SOLID WASTE AND RECYCLING
CONTRACTS FOR 2023

SUBMISSION DATE: JANUARY 18, 2023 at 11:00am

SUBMISSION OF PROPOSAL STATEMENTS: One (1) original and one (1) copy, copy can be a flash/usb stick should be sent to the contact below in sealed envelopes.

CONTACT PERSON:

Panaylota Reynolds, R.P.P.S, QPA
Purchasing Agent
Township of West Orange
66 Main Street
West Orange, NJ 07052

The Township of West Orange (Township) is issuing this Request for Qualifications (RFQ) for qualified individuals and firms to provide Consultant services of a specialized nature for the Township as directed by the appropriate official within the Township for a contract period of one year. All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as amended (Affirmative Action). The successful professional must have significant experience in representing municipal clients or other local governments and public agencies in the State of New Jersey. The Township of West Orange reserves the right to pre-qualify and/or contract with one or more professionals or firms.

Description of Professional Service needed:

Consultant Solid Waste and Recycling:

The Township seeks a qualified firm or individual to serve as its Solid Waste and Recycling Consultant. The Consultant will need to hold significant experience in municipal solid waste and recycling operations and programs, including but not limited to the management recycling center, marketing of

recyclable materials, assistance with report preparation, recycling and solid waste collection data analysis, recycling enforcement plan development, public education program development, and the management and preparation of curbside collection of solid waste and recycling contracts, specifications and bid documents. Work to include operational, financial, public relations aspects of the Township's recycling and solid waste collections and disposal. The Firm or Individual must also be able to provide representation as a Certified Recycling Professional (CRP) and as a Certified Compost Site Operator as needed. Specific Services listed below.

SCOPE OF SERVICES

1. Prepare outline of issues regarding current bidding situation for presentation to the Mayor, Township Council, Solid Waste Advisory Committee and public.
2. Meet with Township representatives to present status of current bidding situations in New Jersey.
3. Present recommendations and potential strategies to address service, personnel issues, fluctuating fuel and other prices, etc. The consultant should provide areas where the modification of services may provide for additional competing bids and/or lower costs in providing these services.
4. Participate in meetings with the procurement team to develop all bid specifications including options.
5. Assist staff in preparation solid waste collection bid documents. All specifications are to be prepared for Purchasing and Corporation Assistant Township Attorney review.
6. Assist in Office of State Comptroller (OSC) review and comments if received by the Township.
7. Meet to review draft bid specifications after final approval from OSC.
8. Attend Pre-Bid Meeting
9. Assist in the preparation of responses to the Pre-Bid Meeting and prepare any addenda as required.
10. Attend meetings as required to review findings or to present findings at Township Council meeting.
11. Assist in the review of bid submissions to determine adherence with bid requirements, an investigation of responses provided by each bidder and the preparation of a report on relevant findings.
12. Assist in any negotiations that may or may not be required through the term of the bid process.

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 to 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.

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.

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.

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, and licenses 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.
- Applicant must provide proof of licensure or certification in areas of study surrounding solid waste and/or recycling

SUBMISSION CHECKLIST

1. Submission Form and Cost Proposal in accordance with Section II
2. Statement of Ownership Disclosure
3. Mandatory Equal Employment Opportunity Language
4. Affirmative Action Compliance Notice (Exhibit A)
5. Americans with Disabilities Act of 1990
6. Non-Collusion Affidavit
7. New Jersey Business Registration Certificate (Copy)
9. Prohibited Russia-Belarus Activities & Iran Investment Activities
10. Political Disclosure Statement
11. Certificate of Insurance
12. Licenses pertaining to this RFQ

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.

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 contract period after review of the qualifications and approval by Township Council through resolution. Every submission shall be valid through this time period.

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.

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.

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

Instructions for Submission

Respondents must submit an original and one (1) copy of their Qualification Statement

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, January 18, 2023 at 11:00 A.M. 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 2023 calendar year, that contract will be in effect for one year.

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 effective cost 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.

(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?

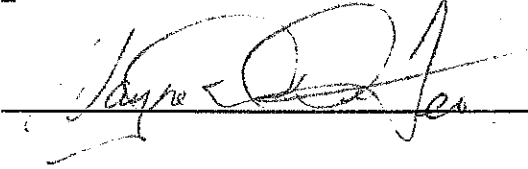
Yes _____ (If yes, submit a copy of such approval.) No _____.

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

Yes x (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: DeFeo Associates

SIGNATURE & TITLE:  Principal

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) 

Subscribed and sworn to

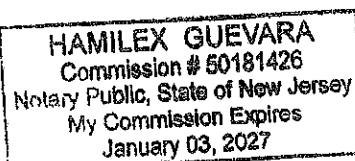
Before me this day 24 August of 20 23

AFFIANT Wanda J. [unclear]

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 25

Page | 13



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.

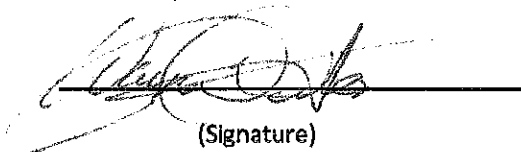
The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

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:

DeFeo Associates


(Signature)

January 9, 2023
(Date)

Wayne D. DeFeo, Principal
(Printed Name and Title)

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

NON-CONFLICT OF INTEREST CERTIFICATION

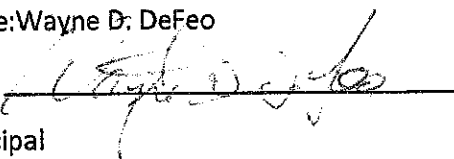
REQUEST FOR QUALIFICATIONS

Consultant Solid Waste and Recycling Contracts for 2023

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: Wayne D. DeFeo

Signed By: 

Title: Principal

Date: January 9, 2023

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: DeFeo Associates

Address of Business: 15 Washington Valley Road Warren, NJ 07059

Name of person completing this form: Wayne D. DeEeo

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, sign and notarize at the end)

Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

Partnership Limited Partnership Limited Liability Partnership

☒ Limited Liability Company

For-profit Corporation (including Subchapters C and S or Professional Corporation)

Other (be specific): _____

Part II

- ☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _Wayne D. DeFeo

Address: 15 Washington Valley Road,
Warren Township, NJ 07059 Owns 100%

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded: N/A

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

NON-COLLUSION AFFADAVIT

STATE OF NEW JERSEY

COUNTY OF SOMERSET

I, Wayne D. DeFeo as Principal of DeFeo Associates
(Name of Partner or Officer Title Name of the Firm)

Located at 15 Washington Valley Road, Warren Township, New Jersey
(Business Address)

in the County of Somerset and State of New Jersey being of full age, and duly sworn according to law on my oath depose and say that I am Principal of the firm of DeFeo Associates the bidder making the Proposal for the above named project, and that I executed said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that West Orange Township relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

DeFeo Associates
(Name of bidder)
in accordance with NJSA 52:34-15.

Subscribed and sworn to before me

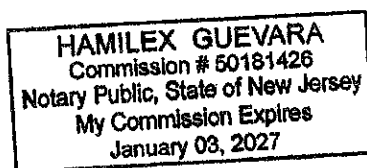
this 9th date of January, 2023

[Signature]
NOTARY PUBLIC

[Signature]
Signature

Wayne D. DeFeo

NAME OF AFFIANT



Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

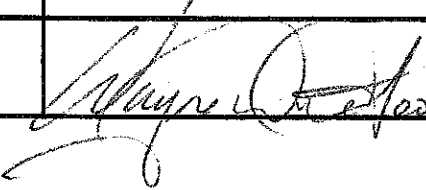
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Orange to notify the Township of West Orange 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. 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 and that the Township of West Orange at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Wayne D. DeFeo	Title	Principal
Signature		Date	January 9, 2023

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
	<u> </u> x <u> </u>

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 Susan McCartney, Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

DeFeo Associates
 Company Name

 Authorized Signature
 Wayne D. DeFeo
 Printed Name
 January 9, 2023
 Date

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.

1. Township of Bloomfield - Bid Preparation and Management Solid Waste and Recycling - 2022 Paul Lasek, 973-680-4130
2. Middletown Township - Bid Preparation and Management Solid Waste and Recycling - 2022 - Ted Maloney, PE 732-615-2109
3. City of Clifton - Bid Preparation and Management Solid Waste - 2022 - Dominick Villano - Manager - dvillano@cliftonnj.org
4. City of Paterson - Bid Preparation and Management - Solid Waste - Ongoing - 2022 - Harry Cevalos, QPA
5. Princeton - Bid preparation and Management - Solid Waste and Organics - 2022 - Deanna Stockton, PE - 609-921-7077
6. Note that this is my current list. There are many more municipalities with whom I have worked. A complete list is available upon request.

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

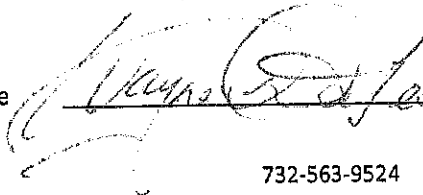
DeFeo Associates can begin this project immediately if required. DeFeo Associates has provided professional services to West Orange since 2005 and is intimately familiar with the geography and nature of the services required in the Township. Wayne DeFeo is located in Somerset County New Jersey. Dominick D'Attilio is located in Mt. Arlington, NJ. With the prevalence of ZOOM and internet calling, proximity for this work is less critical. However, Wayne DeFeo is available for any meetings as necessary.

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

Given the nature of this project, and the fact that the Township will require significant input to modify the current service specifications to meet the requirements of the Office of State Comptroller, and the rapid changes currently occurring within the solid waste industry, DeFeo Associates is proposing a fee for service model on a Time and Materials Basis with a not to exceed maximum. This will allow Township staff to engage in greater levels of work with no additional cost to the Township. DeFeo Associates would provide the necessary oversight, and professional advice required to complete the work. Accordingly, DeFeo Associates is proposing to undertake this project at a rate of \$185.00/ hour for professional fees plus mileage for transit as required. There will be no charge to travel time. The not to exceed maximum is based on the scope of service outlined herein. This scope of service anticipates five (5) - one (1) hour meetings within the not to exceed budget.

Not to exceed Maximum - \$30,000.00

Authorized Representative



(signature)

Telephone #

732-563-9524

FAX #

732-563-4540

TOWNSHIP OF WEST ORANGE

CHECKLIST

SUBMISSION DATE: Wednesday, January 18, 2023 at 11:00 A.M.

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
- Non- Conflict of Interest Declaration
- Political Disclosure Certification
- Prohibited Russia-Belarus Activities & Iran Investment Activities
- Licenses pertaining to this RFQ

Reminder: Please submit one (1) original and one (1) additional set of the sealed submission. Copy can be on a USB stick/flash drive.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

WAYNE DEFEO, LLC

ADDRESS:

15 WASHINGTON VALLEY RD

WARREN NJ 07059

EFFECTIVE DATE:

05/29/01

TRADE NAME:

DEFEO ASSOCIATES

SEQUENCE NUMBER:

1095274

ISSUANCE DATE:

02/03/06

John S. Tully
Director

FORM-BRC(08-01)

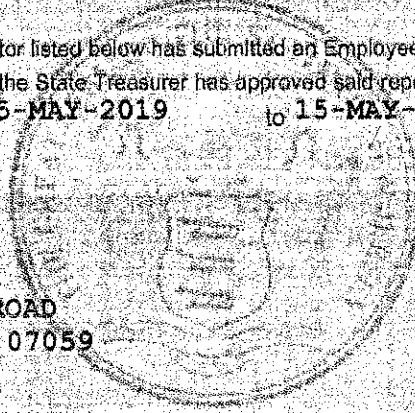
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2019** to **15-MAY-2026**

DEFEO ASSOCIATES
15 WASHINGTON VALLEY ROAD
WARREN NJ 07059



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

RUTGERS

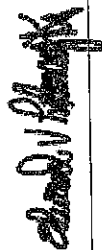
The New Jersey Agricultural Experiment Station
Office of Continuing Professional Education

Presents this certificate to

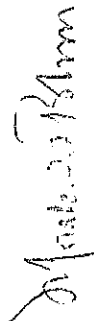
Wayne DeFeo

For successfully completing the requirements of

New Jersey Compost Operator Certification
September 1998



Edward V. Lipman, Jr.
Director
Office of Continuing Professional Education



Mark G. Robson
Director
New Jersey Agricultural Experiment Station

NJ Certified Recycling Professional

This card verifies that **Dominick D'Altilio** has successfully completed all requirements to maintain Certified Recycling Professional (CRP) status. CRPs are required to complete 20 hours of continuing professional education every 2 years to maintain their certification.

Expires December 31, 2024



Request For Qualifications

**Consultant Solid Waste and Recycling Contracts for
2023**



ISSUE DATE: January 6, 2023

DUE DATE & TIME: January 18, 2023 at 11:00 AM

Issued by: Township of West Orange

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 2023 calendar year. The submission date is Wednesday, January 18, 2023 by 11:00 AM. Proposal packages are available via email to: preynolds@westorange.org or on the Township website.

Professional Services Requested: **Consultant Solid Waste and Recycling Contracts for 2023**

Please submit sealed request for qualifications no later than 11:00 AM on Wednesday, January 18, 2023 to the Township of West Orange, 66 Main Street, West Orange, NJ 07052, Attn: Panayiota Reynolds, QPA. The Municipal Building is currently closed to the public. Envelopes should be clearly marked with title of RFQ, name and address of party submitting, at the address mentioned above and should be mailed or hand delivery will be accepted at a designated location in the front entrance of the Municipal Building. 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

TOWNSHIP OF WEST ORANGE

**REQUEST FOR QUALIFICATIONS
FOR THE POSITION OF A CONSULTANT
SOLID WASTE AND RECYCLING
CONTRACTS FOR 2023**

SUBMISSION DATE: JANUARY 18, 2023 at 11:00am

SUBMISSION OF PROPOSAL STATEMENTS: One (1) original and one (1) copy, copy can be a flash/usb stick should be sent to the contact below in sealed envelopes.

CONTACT PERSON:

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

Purchasing Agent

Township of West Orange

66 Main Street

West Orange, NJ 07052

The Township of West Orange (Township) is issuing this Request for Qualifications (RFQ) for qualified individuals and firms to provide Consultant services of a specialized nature for the Township as directed by the appropriate official within the Township for a contract period of one year. All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as amended (Affirmative Action). The successful professional must have significant experience in representing municipal clients or other local governments and public agencies in the State of New Jersey. The Township of West Orange reserves the right to pre-qualify and/or contract with one or more professionals or firms.

Description of Professional Service needed:

Consultant Solid Waste and Recycling:

The Township seeks a qualified firm or individual to serve as its Solid Waste and Recycling Consultant. The Consultant will need to hold significant experience in municipal solid waste and recycling operations and programs, including but not limited to the management recycling center, marketing of

recyclable materials, assistance with report preparation, recycling and solid waste collection data analysis, recycling enforcement plan development, public education program development, and the management and preparation of curbside collection of solid waste and recycling contracts, specifications and bid documents. Work to include operational, financial, public relations aspects of the Township's recycling and solid waste collections and disposal. The Firm or individual must also be able to provide representation as a Certified Recycling Professional (CRP) and as a Certified Compost Site Operator as needed. Specific Services listed below.

SCOPE OF SERVICES

1. Prepare outline of issues regarding current bidding situation for presentation to the Mayor, Township Council, Solid Waste Advisory Committee and public.
2. Meet with Township representatives to present status of current bidding situations in New Jersey.
3. Present recommendations and potential strategies to address service, personnel issues, fluctuating fuel and other prices, etc. The consultant should provide areas where the modification of services may provide for additional competing bids and/or lower costs in providing these services.
4. Participate in meetings with the procurement team to develop all bid specifications including options.
5. Assist staff in preparation solid waste collection bid documents. All specifications are to be prepared for Purchasing and Corporation Assistant Township Attorney review.
6. Assist in Office of State Comptroller (OSC) review and comments if received by the Township.
7. Meet to review draft bid specifications after final approval from OSC.
8. Attend Pre-Bid Meeting
9. Assist in the preparation of responses to the Pre-Bid Meeting and prepare any addenda as required.
10. Attend meetings as required to review findings or to present findings at Township Council meeting.
11. Assist in the review of bid submissions to determine adherence with bid requirements, an investigation of responses provided by each bidder and the preparation of a report on relevant findings.
12. Assist in any negotiations that may or may not be required through the term of the bid process.

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 to 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.

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.

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.

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, and licenses 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.
- Applicant must provide proof of licensure or certification in areas of study surrounding solid waste and/or recycling

SUBMISSION CHECKLIST

1. Submission Form and Cost Proposal in accordance with Section II
2. Statement of Ownership Disclosure
3. Mandatory Equal Employment Opportunity Language
4. Affirmative Action Compliance Notice (Exhibit A)
5. Americans with Disabilities Act of 1990
6. Non-Collusion Affidavit
7. New Jersey Business Registration Certificate (Copy)
9. Prohibited Russia-Belarus Activities & Iran Investment Activities
10. Political Disclosure Statement
11. Certificate of Insurance
12. Licenses pertaining to this RFQ

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.

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 contract period after review of the qualifications and approval by Township Council through resolution. Every submission shall be valid through this time period.

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.

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.

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

Instructions for Submission

Respondents must submit an original and one (1) copy of their Qualification Statement

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, January 18, 2023 at 11:00 A.M. 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 2023 calendar year, that contract will be in effect for one year.

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 effective cost 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.

(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: _____

SIGNATURE & TITLE: _____

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) _____

Subscribed and sworn to

Before me this day _____ of 20 _____

AFFIANT _____

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 _____

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:

(Signature)

(Date)

(Printed Name and Title)

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

NON-CONFLICT OF INTEREST CERTIFICATION

REQUEST FOR QUALIFICATIONS

Consultant Solid Waste and Recycling Contracts for 2023

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: _____

Signed By: _____

Title: _____

Date: _____

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
- OR**
- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I, _____ as _____ of _____
(Name of Partner or Officer Title Name of the Firm)

Located at _____
(Business Address)

in the County of _____ and State of _____ being of full age, and duly sworn according to law on my oath depose and say that I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that West Orange Township relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

(Name of bidder)

in accordance with NJSA 52:34-15.

Subscribed and sworn to before me

this ____ date of _____, 2023

Signature

NOTARY PUBLIC

NAME OF AFFIANT

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of West Orange** to notify the **Township of West Orange** 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. 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** and that the **Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

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

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 Susan McCartney, Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

Company Name

Authorized Signature

Printed Name

Date

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.

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

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

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

Authorized Representative _____ (signature)

Telephone # _____

FAX # _____

TOWNSHIP OF WEST ORANGE

CHECKLIST

SUBMISSION DATE: Wednesday, January 18, 2023 at 11:00 A.M.

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
- Non- Conflict of Interest Declaration
- Political Disclosure Certification
- Prohibited Russia-Belarus Activities & Iran Investment Activities
- Licenses pertaining to this RFQ

Reminder: Please submit one (1) original and one (1) additional set of the sealed submission. Copy can be on a USB stick/flash drive.

BOND ORDINANCE PROVIDING FOR PHASES II(b), III(b), IV, V and VI OF THE LOCAL UNIT'S ALLOCABLE SHARE 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 \$6,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,565,000 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 \$6,565,000. 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 \$6,565,000 appropriation, negotiable bonds of the Local Unit are hereby authorized to be issued in the principal amount of \$6,565,000 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 \$6,565,000 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 for the Local Unit's allocable share of capital improvement projects being undertaken by the Joint Meeting for (a) the unfunded portion of Phase II of the Flood Mitigation Facilities Project (Co-Generation Upgrade) consisting of (i) upgrades to the existing Co-Generation Facility to power an Effluent Pumping Station, two stormwater pumping stations, and the Sludge Dewatering Facility, (ii) the acquisition and installation of two engine generator sets and associated equipment including all required electrical and instrumentational connections to integrate the new engines into the existing systems, (iii) the acquisition and installation of digester gas and natural gas piping to the new engines, (iv) construction of a new substation at the Sludge Dewatering Facility, and (v) the installation of medium voltage connections to the Co-Generation grid ("Phase II(b)"); (b) the unfunded portion of Phase III of the Flood Mitigation Facilities Project (Main Treatment Plant Walls) consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site including, but not limited to, the installation of four (4) flood protection swing gates, the demolition of the existing guard house and

the construction of a new guard house, the construction of five (5) storm sewer isolation chambers with sluice gates and electric actuators, the realignment and repaving of various treatment plant roadways, the construction of a new emergency access roadway, the relocation and protection of existing utilities, and associated grading and site restoration ("Phase III(b)"); (c) Phase IV of the Flood Mitigation Facilities Project (Stormwater Pumping Station) consisting of the rehabilitation of the existing Army Corps of Engineers (ACOE) Stormwater Pumping Station including the removal of existing equipment, modifications to the existing pumping station structure, installation of three (3) new storm water pumps and discharge piping, replacement of two (2) existing sluice gates, installation of two (2) new sluice gates, modifications to the existing storm water piping influent to the pumping station, replacement of storm water inlet gratings, installation of a new seal water service to the pumping station, installation of new electrical power to the pumping station, and site restoration ("Phase IV"); (d) Phase V of the Flood Mitigation Facilities Project (Biosolids Site Wall) consisting of the construction of reinforced concrete flood walls on piles with steel sheeting subsurface cut-off walls around the four (4) sides of the Biosolids Facilities Site including installation of flood gates for vehicular access, modifications to the existing entrance roadways, construction of stormwater facilities to redirect on-site stormwater to the proposed Biosolids Stormwater Pumping Station, and coordination with and/or relocation of various utilities within the project area ("Phase V"); and (e) Phase VI of the Flood Mitigation Facilities Project (Biosolids Stormwater Pumping Station) consisting of a below ground reinforced concrete stormwater pumping station for the Biosolids Facilities Site including modifications to the site stormwater collection system to redirect the flow

of on-site stormwater into the pumping station, installation of submersible stormwater pumps and associated piping, valves, electrical and instrumentation equipment, and site restoration ("Phase VI" and together with Phase II(b), Phase III(b), Phase IV, and Phase V, the "Project").

a. All improvements shall include, as applicable, all work, materials, equipment, engineering services and design, architectural services and designs, surveying, environmental consulting work, environmental testing and 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 by the Local Unit for said improvements or purposes is \$6,565,000.

c. The aggregate estimated cost of said improvements or purposes to be paid by the Local Unit is \$6,565,000.

SECTION 4. In the event the United States of America (including the Federal Emergency Management Agency ("FEMA")), 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 (including FEMA), 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 (including FEMA), 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 at not less than par 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, while the net debt of the Local Unit determined as provided in said Local Bond Law is not increased by this bond ordinance, 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 \$6,565,000 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 \$1,150,326 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 on a tax-exempt basis.

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 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: January 24, 2023

KAREN J. CARNEVALE, Clerk
Township of West Orange

TAMMY WILLIAMS,
Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: February 7, 2023

KAREN J. CARNEVALE, Clerk
Township of West Orange

TAMMY WILLIAMS,
Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

SUSAN MCCARTNEY, Mayor
Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on January 24, 2023. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on February 7, 2023 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR PHASES II(b), III(b), IV, V and VI OF THE LOCAL UNIT'S ALLOCABLE SHARE 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 \$6,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,565,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance provides for the Local Unit's allocable share of a Flood Mitigation Facilities Project (the "Project") being undertaken by the Joint Meeting for (a) the unfunded portion of Phase II of the Project (Co-Generation Upgrade) consisting of upgrades to the existing Co-Generation Facility; (b) the unfunded portion of Phase III of the Project (Main Treatment Plant Walls) consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site; (c) Phase IV of the Project (Stormwater Pumping Station) consisting of the rehabilitation of the existing Army Corps of Engineers (ACOE) Stormwater Pumping Station; (d) Phase V of the Project (Biosolids Site Wall) consisting of the construction of reinforced concrete flood walls on piles with steel sheeting subsurface cut-off walls around the four (4) sides of the Biosolids Facilities Site; and (e) Phase VI of the Flood Mitigation Facilities Project (Biosolids Stormwater Pumping Station) consisting of a below ground reinforced concrete stormwater pumping station for the Biosolids Facilities Site.

Appropriation: \$6,565,000

**Bonds/Notes
Authorized:** \$6,565,000

**Section 20
Costs:** \$1,150,326

Useful Life: 30 years

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

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on February 7, 2023 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR PHASES II(b), III(b), IV, V and VI OF THE LOCAL UNIT'S ALLOCABLE SHARE 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 \$6,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,565,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance provides for the Local Unit's allocable share of a Flood Mitigation Facilities Project (the "Project") being undertaken by the Joint Meeting for (a) the unfunded portion of Phase II of the Project (Co-Generation Upgrade) consisting of upgrades to the existing Co-Generation Facility; (b) the unfunded portion of Phase III of the Project (Main Treatment Plant Walls) consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site; (c) Phase IV of the Project (Stormwater Pumping Station) consisting of the rehabilitation of the existing Army Corps of Engineers (ACOE) Stormwater Pumping Station; (d) Phase V of the Project (Biosolids Site Wall) consisting of the construction of reinforced concrete flood walls on piles with steel sheeting subsurface cut-off walls around the four (4) sides of the Biosolids Facilities Site; and (e) Phase VI of the Flood Mitigation Facilities Project (Biosolids Stormwater Pumping Station) consisting of a below ground reinforced concrete stormwater pumping station for the Biosolids Facilities Site.

Appropriation: \$6,565,000

**Bonds/Notes
Authorized:** \$6,565,000

**Section 20
Costs:** \$1,150,326

Useful Life: 30 years

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

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on January 24, 2023 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

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

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on February 7, 2023 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

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

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

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

(1) Attached hereto is the bond ordinance introduced on January 24, 2023 and finally adopted on February 7, 2023 by the Township Council of the Township and approved by the Mayor on _____, 2023.

(2) After introduction, the bond ordinance was published as required by law on _____, 2023 in _____ (insert name of newspaper).

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

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____, 2023 and was duly published as required by law on _____, 2023 in _____(insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

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

(6) A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) An impression of the official seal of the Township is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

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

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of January 24, 2023, that such Supplemental Debt Statement was filed in my office on January 24, 2023 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____, 2023.

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

AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

2710-23

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

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

SEE	APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME
SEE	APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES
SEE	APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS
SEE	APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS
SEE	APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY
SEE	APPENDIX 6 - SALARY RANGES - STIPENDS
SEE	APPENDIX 7 - SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS
SEE	APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS
SEE	APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS
SEE	APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE
SEE	APPENDIX 11 - POLICE OFFICERS ENGAGED IN APPROVED EXTRA DUTY EMPLOYMENT

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

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

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

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

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

SECTION 7. In order to maintain a competitive workforce and provide social equity in the workplace, the Council endorses the Administration's intention to award step credits to new and existing non-uniformed employees for recognized or previously unrecognized educational accomplishments, bi-lingual capabilities, state certifications, promotions, performance, work experience, and other criteria established by the Administration including social equity credits for an employee's household dependent minors, as an example.

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

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

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS, COUNCIL PRESIDENT

Introduced: January 24, 2023

Adopted: February 7, 2023

Approved as to form and legality on the
basis of the facts set forth.

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

LEGISLATIVE HISTORY

Correction	J-2	2023	Calculation Error
Add	Employee Referral One-Time Stipend		Competitive Workforce Incentive
Adjustment	Crossing Guard Hourly Rate		Equalize Steps to top step
Reclassify	Assistant Municipal Engineer		Separation of Engineering and DPW
Reclassify	Municipal Engineer Trainee		Separation of Engineering and DPW
Move	Assistant Municipal Administrator		Move from stipend to Director Level
Add	457 Plan Contribution in Lieu of Retirement Pension		Payment in Lieu of Retirement Plan Participation
Section 7(new)	Section to memorialize competitive salary plan		Endorsing step adjustment criteria, keeping employment competitive
Renumbered	RenumberedRenumbered as Section 8		RenumberedRenumbered as Section 8
Renumbered	Renumbered Renumbered as Section 9		Renumbered Renumbered as Section 9
Move	Appendix 11 - Extra Duty Employment Rates		From General Ordinances to Salary Ordinance

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 47.5 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

I. PURPOSE

The purpose of this ordinance is to eliminate term limits.

**II. CHAPTER 25, SECTION 47.5(a) SHALL BE AND HEREBY IS AMENDED TO
ELIMINATE THE FOLLOWING:**

Members may not be elected to successive terms as Chairperson and Vice-Chairperson.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Karen J. Carnevale, R.M.C.

Susan McCartney, Mayor

Tammy Williams, Council President

Introduced: February 7, 2023

Adopted: February 21, 2023

Legislative History

The purpose of this ordinance is to eliminate the prohibition upon members serving as Chairperson or Vice-Chairperson for successive years. Specifically, under the Ordinance the Board Members choose, by majority vote, the Chairperson and Vice-Chairperson every year. They should have the option of determining that a particular Board Member is suitable to serve multiple successive terms. Serving as Chairperson and/or Vice-Chairperson takes an additional time commitment for a voluntary position. Thus, over the past several years it is becoming more difficult to obtain persons who wish to serve in these leadership roles. Thus, providing this flexibility is advantageous and shall be determined of the members of the Board on an annual basis.

**AN ORDINANCE RELEASING, EXTINGUISHING AND VACATING
THE RIGHTS OF THE PUBLIC AT A VARIABLE WIDTH-60' RIGHT OF WAY
KNOWN AS MUNICIPAL PLAZA TOWNSHIP OF WEST ORANGE,
COUNTY OF ESSEX AND STATE OF NEW JERSEY**

WHEREAS, the vacating of a public right of way is governed by New Jersey Statute at N.J.S.A. 40:67-1; and

WHEREAS, the Township of West Orange (the "Township") maintains a public easement, rights and interest in a variable width sixty-foot (60') public right of way known as Municipal Plaza, as described herein; and

WHEREAS, it has been determined by the Township Council, after due investigation and consideration as follows:

- (1) that the variable width- 60-ft public right-of-way known as Municipal Plaza is not needed for use for public road purposes; and
- (2) that the said variable width- 60-ft public right-of-way known as Municipal Plaza lends itself to higher and better use than for public road purposes and that it is in the best interest of the general public and the Township of West Orange that any public easements, right and interest in and to same shall be vacated, released, and extinguished;

and

WHEREAS, the Township's vacation of the variable width- 60-ft public right-of-way known as Municipal Plaza shall not include easements, rights, privileges, and access required for public utilities and cable companies to maintain, repair, replace their existing facilities in, adjacent to, over or under the street, or any part thereof.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that Aal public easements, rights and interests in the variable width- 60-ft right-of-way known as Municipal Plaza described, as follows:

Beginning at a point on the southerly right-of-way line of Mount Pleasant Avenue (a.k.a. County Route No. 660)(variable right-of-way width), said point being South 60 degrees 55 minutes 00 seconds East, a distance of 129.95 feet from the intersection of said line of Mount Pleasant Avenue with the Southerly right-of-way line of Gaston Avenue (50' right-of-way); thence

1. On said right-of-way line of Mount Pleasant Avenue, South 63 degrees 53 minutes 35 seconds East, a distance of 192.12 feet to a point on the easterly right-of-way line of Municipal Plaza; thence
2. On the vacated easterly right-of-way line of Municipal Plaza, South 12 degrees 30 minutes 00 seconds East, a distance of 469.96 feet to a point on same; thence
3. South 68 degrees 28 minutes 37 seconds East, a distance of 27.61 feet to a point; thence
4. South 22 degrees 38 minutes 35 seconds West, a distance of 22.67 feet to a point; thence
5. South 75 degrees 09 minutes 48 seconds West, a distance of 69.89 feet to a point on the vacated westerly right-of-line of Municipal Plaza; thence
6. On the vacated westerly right-of-line of Municipal Plaza, North 12 degrees 30 minutes 00 seconds West, a distance of 426.21 feet to a point of curvature on same; thence
7. On a curve, curving to the left in a northwesterly direction having a radius of 268.00 feet, an arc length of 226.47 feet and an interior angle of 48 degrees 25 minutes 00 seconds, (having a cord bearing of North 36 degrees 42 minutes 30 seconds West and a chord distance of 219.79 feet) to the point and place of the beginning.

Containing 34,559 S.F. or 0.793 Acres of land more or less

are hereby vacated, released and extinguished except for said easements and rights specifically in the description hereinbelow; and

BE IT FURTHER ORDAINED that all rights and privileges now possessed by public utilities, as defined in N.J.S.A. 48:2-13, for existing aboveground and underground utilities and any other utilities that are in, adjacent to, over or under the street, and by any Cable Television Company, as defined in the "Cable Television Act", N.J.S.A. 48:5A-1 et seq., to maintain, repair, replace their existing facilities

in, adjacent to, over or under the street, or any part thereof, shall be reserved and excepted from the vacation as described herein; and

BE IT FURTHER ORDAINED the Township Clerk is hereby authorized and instructed to, within sixty (60) days after the effective date of this Ordinance, file a copy of the within Ordinance, certified by her, under the seal of the Township of West Orange, to be true copy, together with proof of publication, in the Office of the Register of Deeds of the County of Essex, all in accordance with N.J.S.A 40:67-21; and

BE IT FURTHER ORDAINED that all ordinances that are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency; and

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law.

Karen J. Carnevale, R.M.C.

Susan McCartney, Mayor

Introduced: February 7, 2023

Tammy Williams, Council President

Adopted: February 21, 2023

LEGISLATIVE HISTORY

The Ordinance, which vacates a variable width sixty-foot (60') public right of way known as Municipal Plaza shall not include easements, rights, privileges, and access required for public utilities and cable companies to maintain, repair, replace their existing facilities in, adjacent to, over or under the street, or any part thereof. The Engineering Division has reviewed and approved the proposed vacation that will allow the redevelopment of the library project to proceed.

**AN ORDINANCE AMENDING CHAPTER 5, SECTION 34.3, SECTION 34.4, SECTION 34.5, AND SECTION 34.6 AND CHAPTER 25, SECTION 24.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(LICENSED CANNABIS ENTITIES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 and Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis produce; (ii) update and amend the total number of local licenses allowable Licensed Cannabis Entities (iii) require approval from the Township for any changes in ownership of a License Cannabis Entity; (iv) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application not less than sixty (60) days before the expiration of the local license; (v) extend the existing distance from the property line of any property with a school building for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 200 feet (200'); (vi) add an additional condition whereby a Cannabis Entity shall not be allowed to operate within 200feet (200') from a house of worship; (vii) clarify the parking requirements for Licensed Cannabis Entities; and (viii) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities.

II. CHAPTER 5, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.3 Local License Required; Violations and Penalties.

It shall be unlawful for any individual or entity to distribute cannabis or cannabis products except for a Licensed Cannabis Entity acting within the scope of a license issued by both the Commission and within the scope of a Local License in accord with this section.

Pursuant to N.J.S.A. 24:6I-45 (c)(2) of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, no Licensed Cannabis Entity shall be allowed to operate within the Township of West Orange until such person or entity shall be licensed and registered in accord with this section. For violation of any provision of this subsection, penalties shall be in accordance with Chapter 1, § 1-5.

III. CHAPTER 5, SECTION 34.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.4 Local License Standards and Limitations.

- a. The Township may approve or deny an application for a Local License to operate a License Cannabis Entity at its sole discretion, consistent with all governing State Law, based on an evaluation of the benefits compared to the potential harm of the prospective licensee's operation of a Licensed Cannabis Entity as proposed in the prospective licensee's application for a Local License.
- b. The number of Local Licenses shall be limited to a combined total of four (4) active Local Licenses ~~irrespective of the categories of Licensed Cannabis Entities, except that any Local License to a Targeted Microbusiness shall not count towards the total number of Local Licenses pursuant to his section.~~

IV. CHAPTER 5, SECTION 34.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.5 Application for Local License and Local License Fee.

- a. Applications for licensing pursuant to this section shall be submitted to the Office of the Township Clerk under oath on a form furnished by the Township. Upon the filing of the application, the Applicant shall pay to the Township an application fee in an amount to be established by resolution of the Township Council. Applicants shall also submit a copy of the application, except for the transmission of the requirements set forth in subsection (b)(4)(a) of this provision, to the: (i) Board of Education; (ii) the Township Zoning Officer; (iii) the Health Department; (iv) Township Fire Chief; and (v) the Special Improvement District, if the proposed location is within the Special Improvement District. Applicants shall also submit a Certification of Service certifying that the Application has been submitted to each of these departments and/or bodies in accordance herewith. The Office of the Township Clerk shall then transmit the application to the Office of Police Chief for the West Orange Police Department or the Chief's designee for review of the application. ~~The Office of the Township Clerk shall also provide a copy of the application to the: (i) Board of Education; (ii) the Township Zoning Officer; (iii) the Health Department; and the (iv) Township Fire Chief, except for the transmission of the requirements set forth in subsection (b)(4)(a) of this provision. These All departments and/or bodies receiving the application~~ shall review the application and forward their comments to the Police Chief for the West Orange Police Department or the Chief's designee no later than fourteen (14) days from ~~transmission~~ submission of the application.

b. The application shall require submission of the following information:

1. The name and home address of the Applicant. If the Applicant is not a natural person, the Applicant shall submit a statement setting forth the names and home addresses of all stockholders in the corporation or partnership who own any interest~~10% or more of its stock~~, of any class or of all individual partners in the partnership who own any a 10% or greater~~interest~~ therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding any interest in~~10% or more of~~ that corporation's stock, or the individual partners owning any interest~~10% or greater interest~~ in that partnership, as the case may be, shall also be listed with its home address. The disclosure shall be continued until names and home addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.
2. The name of any other business entities in which any of the individuals identified pursuant to subsection (b)(1) of this provision have or have had an ownership interest which: (i) cultivates, manufactures, wholesales or dispenses cannabis or cannabis products; (ii) invests or finances in any such entity; or (iii) is regulated by any governmental entity.
3. A copy of the license issued by the Commission authorizing the Applicant to operate as a Licensed Cannabis Entity with a copy of all application materials and documents submitted to the Commission for a license.
4. Plans prepared by a duly licensed architect, engineer, or planner which shall depict the layout and design for the proposed location of the Licensed Cannabis Entity within the Township.
 - (a). The required plans shall depict the proposed security measures for the location in order for the West Orange Police Department to evaluate the sufficiency of the security measures as required under this section. The plans shall be deemed confidential and shall only be transmitted to the Police Chief for the West Orange Police Department or the Chief's designee.
 - (b). The Applicant shall also provide either a lease agreement or agreement of sale for the property where the Applicant intends to operate the Licensed Cannabis Entity. The lease agreement or agreement of sale must be executed by the owner of the property where the Applicant intends to operate the Licensed Cannabis Entity. The lease agreement or agreement of sale may be contingent upon the Applicant's ability to successfully: (i) obtain a Local License; and (ii) if applicable, obtain approval from the West Orange Planning Board or the West Orange Zoning Board of Adjustment. No property owner may execute a lease agreement or agreement of sale for more than one entity at the proposed location and shall notify the Township Clerk in writing of any termination and/or expiration in the lease agreement or agreement of sale no later than five (5) days of such termination or expiration.
5. Acknowledgment and agreement authorizing the West Orange Police Department to perform background checks and/or investigations regarding any individuals disclosed pursuant to subsection (b)(1) of this provision and any employees of the Applicant.

6. If the Applicant is applying for a Local License as a Targeted Microbusiness, a copy of any and all documents issued by the Commission declaring the Applicant as microbusiness under the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act with a copy of all application materials and documents submitted to the Commission for such a declaration.
- c. The Police Chief for the West Orange Police Department or the Chief's designee shall review the application, review the comments from the departments provided pursuant to subsection (a) of this provision, and prepare a memorandum addressed to the Township Council: (i) analyzing the Applicant's ability to comply with all of the Township's requirements for a Licensed Cannabis Entity, including the required security measures; (ii) assessing the benefits compared to the potential harm of the Applicant's proposed operation of a Licensed Cannabis Entity; and (iii) recommending whether to grant or deny the application for a Local License. The Police Chief or the Chief's designee shall transmit the memorandum to the Office of the Township Clerk.
- d. Within sixty (60) days from the transmission of the memorandum to the Office of the Township Clerk, the Township Council shall adopt a resolution either granting the application or denying the application. The Township Council's failure to adopt a resolution within the sixty (60) day period shall be deemed a denial of the application.

V. CHAPTER 5, SECTION 34.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.6 License Term, Transferability, and Renewal.

- a. All licenses shall be issued for the term of one_year(s) and shall expire one year(s) after the date of issuance.
- b. Licenses shall not be transferable, assignable, or divisible.
- c. [Any change in ownership subject to disclosure under Chapter 5, Section 34.5\(b\)\(1\) of the Township of West Orange Municipal Code shall be subject to approval by the Township of West Orange.](#)
- d. [All Licensed Cannabis Entities shall submit their applications for renewal no later than sixty \(60\) days before the expiration of the license. In the event, that the renewal application is not timely submitted and the Licensed Cannabis Entity holds one of the limited number of Local Licenses identified in Chapter 5, Section 34.4\(b\), the Township may or may not accept new applications for that Local License.](#)

VI. CHAPTER 5, SECTION 34.8 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.8 Operating Requirements and Prohibitions.

- a. A Licensed Cannabis Entity may only operate from the hours of 8:00 A.M. through 7:00 P.M.
- b. No persons under the age of twenty-one (21) shall be allowed in a Licensed Cannabis Establishment no person under the age of eighteen (18) shall be allowed in a Licensed Medical Marijuana Facility.
- c. The sale or consumption of alcohol at a Licensed Cannabis Entity shall be prohibited.
- d. 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.
- e. ~~e.~~ A Licensed Cannabis Entity shall be secured and have full-time security protocols in place subject to review and approval from the West Orange Police Department which shall include at least a twenty-four (24) hour security video system with footage to be kept for at least thirty (30) days and a vault for storage of money when the Licensed Cannabis Entity is closed. Prior to the commencement of any operations, a Licensed Cannabis Entity must first obtain from the Police Chief, or designee, written approval of the Licensed Cannabis Entity's security protocols. The Police Chief, or designee, shall have to authority to require additional safety and security measures.
- f. A Licensed Cannabis Retail and a Licensed Medical Cannabis Dispensary shall have no less than one (1) on site parking space for every 250 square feet (250') of space being utilized by the Licensed Cannabis Retail or Licensed Medical Cannabis Dispensary.

VII. CHAPTER 25, SECTION 24.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-24.2 Conditional Uses.

- b. Specific Requirements. Subject to the stipulations, guiding principles and conditions contained in this section, the Planning Board shall have the power to grant conditional uses authorized by the Table of District Regulations, in specified districts, as follows:
 - 2. Business and Industrial Districts.
 - (o) Licensed Cannabis Entities. Licensed Cannabis Retailers and Licensed Medical Cannabis Dispensaries shall be permitted as a conditional use in the B-1, B-2, and I Districts. All other Licensed Cannabis Entities shall be permitted as a conditional use in the I Districts. These conditional uses shall be subject to the following conditions:
 - (1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.

(2) No Licensed Cannabis Entity shall be located within ~~one~~^{two} hundred feet (~~1200~~²⁰⁰') of any school building, ~~owned and operated by the West Orange Board of Education~~

(3) No Licensed Cannabis Entity shall be located within 200 feet (200') from the property line of any property with a House of Worship, as defined under Chapter 25, Section 4.

(4) All Licensed Cannabis Entities shall comply with the following Parking Requirements for Nonresidential Uses: (i) Licensed Cannabis Retailers shall comply with the minimum required number of parking spaces for Retail Stores and personal services stores or studios not separately listed; and (ii) all other Licensed Cannabis Entities shall comply with the minimum required number of parking spaces for Light industrial, laboratory and research uses.

~~(3)~~(5) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.

~~(4)~~(6) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.

~~(5)~~(7) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment under the guidelines and standards governing commercial signs as set forth within the Township Municipal Code.

~~(6)~~(8) 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)~~(9) 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.

VIII. REPEAL OF CONFLICTING ORDINANCES

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

IX. SEVERABILITY

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

X. EFFECTIVE DATE

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

SUSAN McCARTNEY, MAYOR

**TAMMY WILLIAMS
COUNCIL PRESIDENT**

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

INTRODUCED:

ADOPTED:

Legislative History

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis produce; (ii) update and amend the total number of local licenses allowable Licensed Cannabis Entities (iii) require approval from the Township for any changes in ownership of a License Cannabis Entity; (iv) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application not less than sixty (60) days before the expiration of the local license; (v) extend the existing distance from the property line of any property with a school building for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 200 feet (200'); (vi) add an additional condition whereby a Cannabis Entity shall not be allowed to operate within 200feet (200') from a house of worship; (vii) clarify the parking requirements for Licensed Cannabis Entities; and (viii) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities.