

1. Conference Meeting Agenda

Documents:

[CA 2.21.23.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 2.21.23.PDF](#)

3. Resolution(S)

3.I. 52-23

Documents:

[52-23 AUTHORIZING EXECUTION OF AGREEMENT WITH CUSTOM PROTECTION SERVICES LLC FOR ARMED-UNARMED MUNICIPAL COURT SECURITY - 2023.PDF](#)
[52-23 EXHIBIT.PDF](#)

3.II. 53-23

Documents:

[53-23 RESOLUTION MOVING WOPL.PDF](#)
[53-23 EXHIBIT A.PDF](#)

3.III. 54-23

Documents:

[54-23 RAFFLE LICENSES 2.21.23.PDF](#)

3.IV. 55-23

Documents:

[55-23 RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT FOR 80 MAIN STREET FOR TEMPORARY LIBRARY FACILITY.PDF](#)
[55-23 EXHIBIT - 80 MAIN STREET LEASE AGREEMENT - WOPL.PDF](#)

3.V. 56-23

Documents:

[56-23 RESOLUTION SUPPORTING EXPLORATION OF SHARED SERVICES-DISPATCH-COMMUNICATION.PDF](#)
[56-23 ATTACHMENT - DISPATCH SHARED SERVICE STUDY - JANUARY 27 2023.PDF](#)

3.VI. 57-23

Documents:

[57-23 RESOLUTION APPOINTING JOSEPH MATULLO AS FIRE OFFICIAL - 3-1-2023.PDF](#)

3.VII. 58-23

Documents:

[58-23 TAX COURT RESOLUTION - VARIOUS 2.21.23.PDF](#)

3.VIII. 59-23

Documents:

[59-23 DUPLICATE PAYMENT - Q1 - 2023.PDF](#)

3.IX. 60-23

Documents:

[60-23 RESOLUTION AUTHORIZING RETENTION OF MATRIX TO PERFORM ENVIRONMENTAL SERVICES AT CRESTMONT.PDF](#)
[60-23 EXHIBIT A - WETLAND RESTORATION W ORANGE NJ.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2714-23

Documents:

[2714-23 ORDINANCE VACATING ROW AT MUNICIPAL PLAZA.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2716-23

Documents:

[2716-23 - HANDICAPPED PARKING SPACE-129 MAIN ST-64 MITCHELL ST.PDF](#)

6. ABC Hearing

6.I. 708-23

Documents:

[708-23 FAN JADE-ABC LICENSE RENEWAL FOR 2021-22 POST 12.39 RELIEF \(02142023 REVISED\).PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, February 21, 2023
Meeting No. 6

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

- **Mayor & Council Proclamation Awarded to the W.O. High School Football Team**
- **Presentation: Yvonne Nambe-Roach-West Orange African Heritage Organization**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

February 21, 2023

Meeting No. 6

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 and Executive Session - February 7, 2023**
- 4. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bills-None**
- 8. *Resolutions**
 - a. 52-23 Resolution Authorizing the Township of West Orange to Award a contract to Custom Protection Services to Provide Security Services for the West Orange Municipal Court (Legal-Moon)**
 - b. 53-23 Resolution Awarding a Contract to Nelson Westerberg of NJ, 180 Meister Avenue, Somerville, NJ 07886-3465, in the Following Amounts: Scenario #1-\$109,000.00; Scenario #2-\$115,000.00 (P. Reynolds)**
 - c. 54-23 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - d. 55-23 Resolution Authorizing Execution of Lease Agreement for 80 Main Street for Temporary Library Facility (Legal-Moon)**
 - e. 56-23 Resolution Supporting the Exploration of a Shared Services Agreement with the Township Of Livingston for Regional Emergency Communications/Dispatch Shared Services (Gross)**
 - f. 57-23 Resolution Appointing Joseph Matullo as Municipal Fire Official for a Three-Year Term Effective March 1, 2023 and Expiring on February 28, 2026 (Gross)**
 - g. 58-23 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)**
 - h. 59-23 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of Taxes Due to a Duplicate Payment (K. Longo)**

- i. **60-23** Resolution Authorizing Retention of Matrix to Perform Environmental Services at Crestmont (Legal-Trenk)

9. Ordinances on Second and Final Reading

- a. **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)

10. Ordinances on First Reading

- a. **2716-23** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, Of The Revised General Ordinances Of The Township Of West Orange – Handicapped Parking Space (Carballo)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **708-23** Resolution Renewing License No. **0722-33-067-010**, Fan & Jade, Inc., (Inactive/Pocket License), for the 2021-2022 License Term Following a Special Ruling for 12.39 Relief *Nunc Pro Tunc* to August 4, 2022 (Kayser)

13. Adjournment

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

Agenda is subject to change.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89065804828pwd=Umdhd2IyK3E0NFVMWkdSV2hsYTIFYdz09>

Webinar ID: 890 6580 4828

Passcode: 180290

Next Meeting Date(s): March 7, 2023

RESOLUTION

WHEREAS, on or about January 13, 2023, the Township of West Orange (the “Township”) issued an Invitation to Bid with the Township’s Bid Specifications (the “Bid Specifications”) seeking bids for its Contract for Armed/Unarmed Security Officers of Municipal Court Security (“Municipal Court Security Services”); and

WHEREAS, on February 3, 2023, the Township received three (3) bids in response to the Bid Specifications, including: (i) Sterling Securities, LLC for \$41.50 per hour per armed security officer and \$28.00 per hour per unarmed security officer; (ii) Admiral Security Services for \$45.00 per hour per armed security officer and \$28.50 per hour per unarmed security officer; and (iii) Custom Protection Services (“CPS”) for \$40.00 per hour per armed security officer and \$27.00 per hour per unarmed security officer; and

WHEREAS, the bid from CPS with its principal offices at 355 Lexington Avenue, Suite 501, New York, NY 10017 constitutes the lowest responsible bid for the proposed Agreement for Municipal Court Security Services; and

WHEREAS, the Township has prepared and CPS has executed a proposed Agreement for Municipal Court Security Services, annexed hereto as Exhibit “A.”

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 as Exhibit “A,” to retain CPS to provide Municipal Court Security 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 21, 2023

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

John O. Gross, Chief Financial Officer

Exhibit “A”

**AGREEMENT FOR ARMED/UNARMED
SECURITY OFFICERS FOR MUNICIPAL COURT SECURITY**

THIS AGREEMENT, dated as of the 14th day of **FEBRUARY, 2023** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the "Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **CUSTOM PROTECTION SERVICES, LLC.**, (hereinafter referred to as the "Contractor"), having its principal offices at 355 Lexington Avenue, Suite 501, New York, NY 10017.

WHEREAS, on or about January 13, 2023, the Township issued an Invitation to Bid with the Township's Bid Specifications (the "Bid Specifications") seeking bids for its Contract for Armed/Unarmed Security Officers of Municipal Court Security ("Municipal Court Security Services"), annexed hereto as Exhibit "A;" and

WHEREAS, on February 3, 2023, the Contractor submitted a bid in response to the Bid Specifications, annexed hereto as Exhibit "B," seeking award of the Contract for Municipal Court Security Services (the "Contract") for a term of two (2) years with an option for the Township to renew the Contract for either an additional: (i) one (1) additional one-year term; or (ii) two (2) additional one-year terms at an hourly rate of \$40.00 per hour per armed security officer or \$27.00 per hour per unarmed security officer; and

WHEREAS, the Contractor's bid contained the lowest hourly rates for both armed security officers and unarmed security officers; and

WHEREAS, the Township shall determine and direct the Contractor regarding the number of armed security officers and unarmed security officers for a total of three (3) security officers providing the Municipal Court Security Services.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Municipal Court Security consistent with the scope of services as set forth in the Bid Specifications and the Contractor's Bid submitted on February 3, 2023 (the "Bid") consistent with the Township's determination of the number of armed officers and unarmed officers at the hourly rates set forth in the Bid, but which cannot exceed the annual cost of Annual Cost for 2 Armed Security Officers and 1 Unarmed Security Officer at **\$50,076** as set forth in the Bid.

2. In the event of any conflicts between the terms and conditions set forth in the Bid Specifications and the Bid, the terms and conditions set forth in the Bid Specifications shall govern.

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

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

6. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

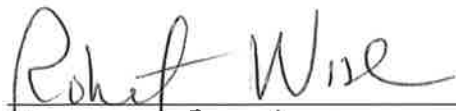
8. This agreement is effective as of **March 2, 2023** and covers the period of March 2, 2023 *through* March 1, 2025. The Township shall have the option to extend the terms of this agreement for two (2) additional one-year terms: (i) from March 2, 2025 through March 1, 2026; and (ii) from March 2, 2026 through March 1, 2027.

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

ATTEST:

CUSTOM PROTECTIVE SERVICES LLC

Name:


Name: Robert Wise

ATTEST: _____

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR SUSAN McCARTNEY

Exhibit “A”

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

Invitation to Bid

ARMED/UNARMED SECURITY OFFICERS FOR MUNICIPAL COURT SECURITY

**Bid Submission Date:
February 3, 2023**

**11:00 a.m.
Prevailing Time**

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

ADVERTISEMENT

Invitation to Bid

The Township of West Orange is seeking a qualified company to furnish ARMED/UNARMED SECURITY OFFICERS FOR THE TOWNSHIP OF WEST ORANGE MUNICIPAL COURT. The proposal package can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or on our website at www.westorange.org.

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Friday, February 3, 2023 at 11:00 a.m. and will be publicly opened and read at that time in the Council Chambers on the same day. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

Bid deposit by a certified/cashier's check or bid bond in the amount of 10% of the bid, not to exceed \$20,000.00 will be required. The Township Council reserves the right to reject any or all proposals submitted and also to increase or diminish any quantities which in their judgment is necessary.

Panayiota Reynolds
Purchasing Agent

PURPOSE

The Township of West Orange intends to contract for security officers to staff the Municipal Courtroom and front lobby to screen the public by use of metal detectors prior to the public's entry into the courtroom.

EXISTING CONDITIONS

The Township of West Orange presently utilizes a Model PD6500 Magnetometer (walk through metal detector) at the entrance to the municipal courtroom. The magnetometer is supplemented by hand held metal scanners (wands).

CORE REQUIREMENTS – SECURITY OFFICERS

1. Security officers must be 18 years of age or older.
2. Security officers must be able to legally work the United States.
3. Security officers shall be bonded through contract vendor.
4. Security officers must be able to speak, read, and understand the English language.
5. ***Armed security officers must be SORA certified and retired law enforcement within the meaning of the Law Enforcement Officers Safety Act, commonly referred to as LEOSA and/or HR-218.*** This will allow for potential vendors to employ retired federal, state, county and municipal law enforcement officers regardless of which pension system they are a member. ***** Note this will only apply for armed security guards*****
6. Shall carry company identification and wear a uniform.
7. Security officers must be registered and have successfully completed the basic training under the New Jersey Security Officers Registration Act.
8. Security officers must be able to operate the Township magnetometer and Hand held metal detectors after a reasonable training period.

GENERAL CONTRACT REQUIREMENTS

1. Security contractor shall provide a minimum of three security officers on Scheduled court days (see annex A for current schedule).
2. Security contractor shall be responsible for all payroll taxes.
3. Security contractor shall equip its security officers with uniforms bearing the company logo/patch or similar identification.
4. Security contractor shall bill the Township weekly, or on a mutually agreeable schedule.
5. Security contractor is responsible for conducting background checks of its Security officers and provide proof of such to the Chief of Police or designee.
6. Security contractor shall indemnify the Township of West Orange and its Agents from its security officers' purposeful or willful bad acts, negligence or omissions.
7. Security contractor shall maintain workers' compensation insurance on its security officers.
8. Security contractor shall maintain a minimum of liability insurance as follows:
 - General Liability \$1,000,000.00
 - Aggregate Liability \$5,000,000.00
 - Excess Liability \$1,000,000.00
9. This contract shall not be subcontracted.
10. The security contractor shall upon request by the Township, remove from service any of its employees, who in the opinion of the Township are guilty of improper conduct or are not qualified to perform the work.
11. Security Officers must be Covid-19 vaccinated. You're considered fully vaccinated two weeks after you get a second dose of an mRNA COVID-19 vaccine, two weeks after you

get a second dose of the Novavax COVID-19 vaccine, or two weeks after you get a single dose of the Janssen/Johnson & Johnson COVID-19 vaccine. (must supply proof)

SECURITY OFFICERS DUTIES & RESPONSIBILITIES

1. Security officers must report for duty at the scheduled time and work the scheduled hours required by the Municipal Court.
2. Security officers will be under the operational control and command of a sworn police officer.
3. Security officers shall ensure that all persons and items entering the West Orange Municipal Courtroom are screened in accordance with the procedures mandated by the Chief of Police or designee.
4. Security officers shall prevent prohibited items from entering the courtroom (to the best of their ability) and shall contact the police officer providing courtroom security immediately. Prohibited items include but are not limited to:
 - a. Firearms, including replicas, ammunition, munitions, pellet/BB guns.
 - b. Knives, razors, scissors, darts, arrows, and other edged implements.
 - c. Chemical defense substances such as mace, tear gas, pepper spray, etc.
 - d. Cameras (video and still) unless the person has written permission from the Municipal Court Judge.
 - e. Audio recorders unless the person has written permission from the Municipal Court Judge.
 - f. Portable computers and other electronic devices unless the person has written permission from the Municipal Court Judge.
5. Security officers will be compensated at 1.5 times their hourly salary for all hours worked in excess of 40 hours in any one pay period.
6. Security Officers should Monitor Temperate Scanner Readings for all screened participants. Any Participant exhibiting a fever should be prohibited from entering the Courtroom.

LICENSES & PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform the contract. The contractor shall supply the Purchasing Agent with evidence of all such licenses, permits, and authorizations. This evidence shall be submitted subsequent to the contract award. All cost associated with any licenses, permits, and authorizations must be considered by the bidder in its bid proposal.

CONTRACT TERM

The length of this contract shall be for a two (2) year period with an option to renew for another one (1) two year term or two (2) one year terms. Should the Township decide to exercise the option to renew this contract, it shall be at the State of New Jersey's "Current Index Rate".

If the contractor fails to perform according to the specifications in this Contract, the Township reserves the right to cancel this contract with (30) days written notice. Services during the second and any optional years shall be subject to availability and appropriation of annual sufficient funds.

ANNEX A:

Tuesday (every week) 0930 hrs to 1300 hrs (4.5) 3 security officers

Thursday (every week) 0930 hrs to 1300 hrs (4.5) 3 security officers

Approximately 30 people will be allowed in court room each session

The Township is looking for:

2 Armed security officers and 1 Unarmed security officer; or

3 Armed security officers; or

2 Unarmed security officers and 1 Armed security officer

*NOTE THIS IS SUBJECT TO CHANGE

BID PROPOSAL FORM

(Description of item/service being bid)

We the undersigned propose to furnish and deliver the above item/service pursuant to the bid specification and made part hereof:

\$ _____
Cost per hour per Armed security officer

_____ Written Figure

\$ _____
Cost per hour per Unarmed security officer

_____ Written Figure

Below to come to the cost please use 9 hours per week, 52 weeks per year

\$ _____
Annual Cost 3 Armed security officers

_____ Written Figure

\$ _____
Annual Cost 2 Armed security officer and
1 Unarmed security officer

_____ Written Figure

\$ _____
Annual Cost 1 Armed security officer and
2 Unarmed security officer

_____ Written Figure

The undersigned is a (Corporation), (Partnership), or (Individual) under the laws of the

State of _____ having its principal office at _____

Company Name

Fed I.D. # or S.S. Number

Signature of Authorized Agent

Type or Print Name

Telephone Number

Date

PLEASE SUBMIT PROPOSAL IN DUPLICATE WHICH CAN BE ON A USB/FLASH DRIVE. THE AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF A DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

INSTRUCTION TO BIDDERS

1. The Township of West Orange reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township of West Orange to do so.
2. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
3. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of West Orange against any damage for payment for the use of any patented material process, article or devise that may enter into manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Township of West Orange from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.
4. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of West Orange when required.
5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of West Orange and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
6. Each bid must be signed in ink by the person authorized to do so.
7. Bidders must use the proposal form furnished by the Township of West Orange when submitting their bid, if applicable.
8. Non-Collusion Affidavit must be completed and included with bid.
9. A Performance Bond in the amount of 100% of total bid is not required.
10. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor. F.O.B. destination and placement at locations specified by the Township of West Orange. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
11. Payments will be made upon the approval of vouchers with the requirements of the Township of West Orange and subject to the Township of West Oranges customary procedures.
12. Contract will be awarded on a (Line Item) or (Lump Sum) basis, if applicable.
13. Award will be made by Township of West Orange within sixty (60) days after receipt of bids.
14. Mandatory: Bid deposit of 10% not to exceed \$20,000.00 (cashier's or certified check & bid bond are acceptable)

15. Prevailing Wage & Labor Laws. The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be compiled with by the successful bidder in construction contracts.
16. Equal or Tie Bids. The Township of West Orange reserves the right to award at their discretion to any one of the tie bidders. (Should state method for tie bidding, i.e. drawing lots)
17. Return of Bid Security. The security of the successful bidder is held for 12 months after award of contract. The bid deposits of the remaining bidders shall be returned within 10 days after award of a contract.
18. The Township of West Orange is exempt from any State sales tax or Federal excise tax.
19. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.
20. Quantities as shown are approximate and the Township of West Orange reserves the right to increase or decrease quantities by 20% at the unit price bid.
21. The contract, if applicable, shall be in effect for one (1) year from date of award unless otherwise stated. Continuation of the terms of this contract beyond December 31 is contingent on availability of funds in the following year's Budget and in the event of unavailability of such funds; the Township of West Orange reserves the right to cancel this contract.
22. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.
23. Mandatory: Bidder shall provide copy of their Business Registration Certificate. In addition, Contractors providing services for regarding construction or repair of a public building must provide copy of Public Works Contractor Registration Certificate. The Stockholder Disclosure Declaration and Affirmative Action Compliance.
24. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least SEVEN (7) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.
25. 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. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange

respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office

Mandatory forms: Disclosure of Ownership Form
 EEO/Affirmative Action Compliance
 Prohibited Russia-Belarus Activities & Iran Investment Activities
 Business Registration
 Notice of addendum/addenda
 Political Contribution Form
 Non-Collusion Affidavit
 Bid deposit
 Proposal Form

Application after award:

 w-9
 Certificate of Insurance

BIDDER’S CHECK LIST Mandatory Items

Business Registration Certification	_____
Statement of Ownership	_____
Affirmative Action Compliance Notice	_____
Prohibited Russia-Belarus Activities & Iran Investment Activities	_____
Non-Collusion Affidavit	_____
Proposal Form	_____
Acknowledgement of Addenda	_____
Political Contribution Form	_____
Bid Deposit (10% of bid not to exceed \$20,000.00) required	_____

Please provide one additional copy of entire bid package which can be on a usb/flash stick.

Business Registration Certification and Public Works Contractor Registration Certification

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

Contractors are responsible for notifying subcontractors.

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

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

(continued)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

REQUIRED EVIDENCE

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

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, 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:

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

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

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

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

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
Yes _____ {If yes, submit a copy of such approval.) No

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

COMPANY: _____ 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 stipulated time.

AFFIDAVIT OF NON-COLLUSION

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

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

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

Date:

(Signature)

(Name and Title)

(Company Name)

(Address)

(Corporate Seal)

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Seal

STATEMENT OF OWNERSHIP DISCLOSURE
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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of West Orange** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the,

permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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.

Township of West Orange
Court Security Specifications

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	

Township of West Orange
Court Security Specifications

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
Court Security Specifications

TOWNSHIP OF WEST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☐ No addenda was/were received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Exhibit “B”

ARMED/UNARMED SECURITY OFFICERS FOR THE
TOWNSHIP OF WEST ORANGE MUNICIPAL COURT

Submitted By: Custom Protective Services LLC

Submission Date: February 3, 2023

BIDDER'S CHECK LIST Mandatory Items

Business Registration Certification

✓

Statement of Ownership

✓

Affirmative Action Compliance
Notice

✓

Prohibited Russia-Belarus Activities & Iran Investment Activities

✓

Non-Collusion Affidavit

✓

Proposal Form

✓

Acknowledgement of Addenda

✓

Political Contribution Form

✓

Bid Deposit (10% of bid not to exceed
\$20,000.00) required

✓

Please provide one additional copy of entire bid package which can be on a usb/flash stick.

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF REGISTRATION
CUSTOM PROTECTIVE SERVICES OF NY LLC
0450233680

The above-named FOREIGN LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 01/19/2018 and was assigned identification number 0450233680. Following are the articles that constitute its original certificate.

1. **Name:**
CUSTOM PROTECTIVE SERVICES OF NY LLC
2. **Registered Agent:**
ROBERT WISE
3. **Registered Office:**
19 TWIN HILL DRIVE
WILLINGBORO, NEW JERSEY 08046
4. **Business Purpose:**
PROVIDE SECURITY GUARD SERVICES
5. **Incorporated Under the Laws of:**
NEW YORK ON 12/05/2017
6. **Effective Date of this filing is:**
01/19/2018
7. **Main Business Address:**
355 LEXINGTON AVE, 4TH FLOOR
NEW YORK, NEW YORK 10017

Signatures:

JOHN CUTTER
AUTHORIZED REPRESENTATIVE



Certificate Number : 4046752800

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
19th day of January, 2018*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
Acting State Treasurer

STATEMENT OF OWNERSHIP DISCLOSURE
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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Custom Protective Services LLC

Organization Address: 355 Lexington Ave New York NY 10017

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
SCOTT MABER	361 Highview Road
	Englewood NJ 07631

--	--

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of West Orange** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the,

permitting the **Township of West Orange** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Robert Wise	Title:	Vice President
Signature:	Robert Wise	Date:	2/1/23

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:

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

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

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

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

The following questions must be answered by all Bidders:

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

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

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

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

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

COMPANY: Custom Protective Services NAME:

SIGNATURE: Ruth A Wise TITLE: VILE PRESIDENT

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

Certification 58008

**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-SEP-2020** to **15-SEP-2023**

**CUSTOM PROTECTIVE SERVICES
355 LEXINGTON AVE., SUITE 501
NEW YORK
NY 10017**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Custom Protective Services

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.

Township of West Orange
Court Security Specifications

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)	Robert A. Wise	Title	VICE PRESIDENT
Signature	Robert A. Wise	Date	2/1/23

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Date:

Robert Wise
(Signature)

Robert Wise VICE PRESIDENT
(Name and Title)

CUSTOM PROTECTIVE SERVICES
(Company Name)

355 LEXINGTON AVE Suite 501
(Address)

New York, NY 10017

(Corporate Seal)

Subscribed and sworn to before me

This 1 day of February, 20 2023

Notary Seal

JUSTIN CUOMO
Notary Public, State of New York
No. 01CU6315514
Qualified in New York County
Commission Expires November 24, 2026

BID PROPOSAL FORM

Armed / Unarmed Security officers
(Description of item/service being bid)

We the undersigned propose to furnish and deliver the above item/service pursuant to the bid specification and made part hereof:

\$ 40.00
Cost per hour per Armed security officer

Forty Dollars
Written Figure

\$ 27.00
Cost per hour per Unarmed security officer

Twenty Seven
Written Figure

Below to come to the cost please use 9 hours per week, 52 weeks per year

\$ 56,160.00
Annual Cost 3 Armed security officers

Fifty-Six Thousand, ONE HUNDRED + Sixty Dollars + 00 cents
Written Figure

\$ 50,076.00
Annual Cost 2 Armed security officer and
1 Unarmed security officer

Fifty THOUSAND, Seventy-Six Dollars + 00 cents
Written Figure

\$ 43,972.00
Annual Cost 1 Armed security officer and
2 Unarmed security officer

Forty-three THOUSAND, NINE HUNDRED and
Seventy-two Dollars + 00 cents
Written Figure

The undersigned is a (Corporation), (Partnership), or (Individual) under the laws of the

State of New York having its principal office at 355 LEXINGTON AVE
New York, N.Y.

Custom PROTECTIVE SERVICES

Company Name

Robert Wise

Signature of Authorized Agent

212-868-5151

Telephone Number

82-3706433

Fed I.D. # or S.S. Number

Robert Wise

Type or Print Name

2/1/2023

Date

PLEASE SUBMIT PROPOSAL IN DUPLICATE WHICH CAN BE ON A USB/FLASH DRIVE. THE AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF A DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

Township of West Orange
Court Security Specifications

TOWNSHIP OF WEST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☒ No addenda was/were received.

Acknowledged for: CUSTOM PROTECTIVE SERVICES
(Company Name)

By: Robert Wise
(Signature of Authorized Representative)

Name: Robert Wise
(Print)

Title: VICE PRESIDENT

Date: 2/1/23

Township of West Orange Court Security Specifications

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 NOT 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 .

Custom Protective Services

Company Name

Robert Wise

Authorized Signature

Robert Wise

Printed Name

2/1/23

Date



The State of New Jersey
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE

License Number: **1532**
Date of Expiration: **07/24/2023**
Date of License: **07/24/2013**

Security Company License

This Is to Certify, pursuant to the provisions of Title 45,
Chapter 19A of the Revised Statutes, and supplements and amendments
thereto,

Corp Name: **Custom Protective Services**

Trading As:

on **July 24, 2021**

has been duly renewed as a Security Company located at:

355 Lexington Ave, 402, New York, NY 10017

For the term of two years from the issued date of this license.



In Witness Whereof, the New Jersey Division
of State Police has caused this certificate to be
signed and the official seal affixed

A handwritten signature in cursive script, reading "Patrick J. Callahan".

Colonel
New Jersey State Police



BID BOND

BOND NO. 800025861

KNOW ALL MEN BY THESE PRESENTS, That we, Custom Protective Services, LLC
355 Lexington Ave, Suite 501, New York, NY 10017 as Principal, and Atlantic Specialty Insurance Company, a
corporation duly organized under the laws of the State of New York, as Surety, are held and firmly bound unto
The Township of West Orange, 66 Main Street, West Orange, NJ 107052 as Obligee, in
the sum of Six Thousand
(\$ 6,000.00) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally.
WHEREAS, Principal has submitted a bid for Armed/Unarmed Security Services at The Township of West Orange
Municipal Court. 60 Main Street, West Orange, NJ 107052, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the
Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's
bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full
force and effect.

Signed and sealed this 2nd day of February, 2023.



Witness

Custom Protective Services, LLC

BY:



Principal

ITS:

VICE President

Atlantic Specialty Insurance Company

BY:



Attorney-In-Fact Sean Abrams



Witness Svetlana Novikova

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

STATE OF New York)

) ss.:

COUNTY OF New York)

On the 2 day of February in the year 2023 before me, the undersigned, personally appeared Robert Wise personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Justin Cuomo
(signature and office of individual taking acknowledgment)

JUSTIN CUOMO
Notary Public, State of New York
No. 01CU6315514
Qualified in New York County
Commission Expires November 24, 2026

SURETY ACKNOWLEDGMENT

State of New York

County of New York

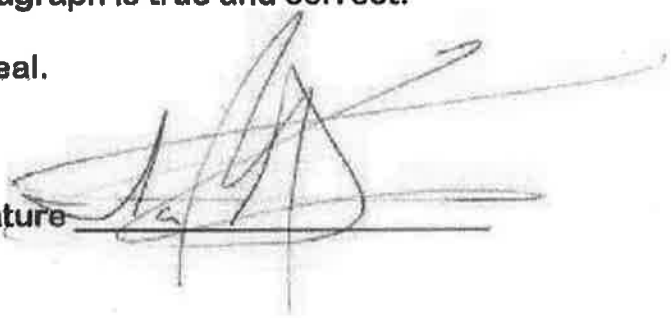
On February, 2nd, 2023 before me, Ian M. Stevens
personally appeared Sean Abrams who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature



Ian M. Stevens
Notary Public State of New York
No. 01ST6136760
Qualified in Nassau County
Commission Expires Jan. 17, 2024

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Sean H. Abrams**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

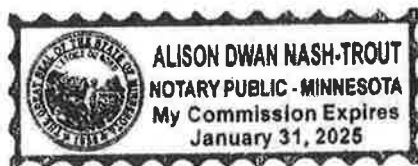
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.


Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of February, 2023

This Power of Attorney expires
January 31, 2025


Kara Barrow, Secretary



Atlantic Specialty Insurance Company

Period Ended 12/31/2021

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 1,827,267	Loss Reserves	\$ 1,012,842
Preferred Stocks	-	Loss Adjustment Expense Reserves	307,403
Common Stocks	907,728	Total Loss & LAE Reserves	1,320,246
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	655,993
Contract Loans	-	Total Reinsurance Liabilities	24,180
Derivatives	-	Commissions, Other Expenses, and Taxes due	63,766
Cash, Cash Equivalents & Short Term Investments	174,241	Derivatives	-
Other Investments	20,131	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	2,929,367	All Other Liabilities	442,340
		Total Liabilities	2,506,525
Premiums and Considerations Due	288,964	Capital and Surplus	
Reinsurance Recoverable	24,105	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	56,353	Preferred Capital Stock	-
All Other Admitted Assets	59,690	Surplus Notes	-
Total Admitted Assets	3,358,479	Unassigned Surplus	165,600
		Other Including Gross Contributed	677,347
		Capital & Surplus	851,954
		Total Liabilities and C&S	3,358,479

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2021, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 14th day of March, 2022.


Notary Public



My Commission Expires January 31, 2025

RESOLUTION

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

WHEREAS, there were two scenarios requested in the bid as follows:

Scenario One: Moving and Climate Controlled storage provided by the Township

Scenario Two: Moving and Climate Controlled storage provided by the Vendor

WHEREAS, on February 14, 2023, the Township received three (3) bids in response to the Bid Specifications, including: (i) Nelson Westerberg, for \$109,900.00 scenario 1 and \$115,000.00 for scenario 2; (ii) First Class Commercial Services for \$221,630.04 scenario 1 and \$298,529.84 for scenario 2 ; and (iii) General Moving Services for \$486,800.80 scenario 1 and \$493,290.00 for scenario 2 ; and

WHEREAS, the Township Purchasing Agent has certified that the successful bidder has strictly complied with the bid specifications and is the lowest responsible/responsive bidders attached EXHIBIT "A".

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the Moving and Storage of the West Orange Public Library be awarded as follows:

Nelson Westerberg of New Jersey
180 Meister Avenue
Somerville, NJ 078876-3465
Moving and Climate controlled offsite storage for
\$115,000.00 and \$3000.00 a month additional storage as needed

BE IT FURTHER RESOLVED, that the Purchasing Department be and is hereby authorized to issue a Purchase Order for the foregoing, same to be executed by the Purchasing Agent on behalf of the Township of West Orange.

BE IT FURTHER RESOLVED, that the Business Administrator is hereby authorized to arrange to pay for the foregoing in accordance with the terms of said Purchase Order on behalf of the Township of West Orange from funds of the Township available for same.

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

Tammy Williams
Council President

Adopted: February 21, 2023

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

John O. Gross, Chief Financial Officer

EXHIBIT "A"

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX
STATE OF NEW JERSEY

REQUEST FOR BIDS

Moving and Storage of The West Orange Public Library

Submission Date:
February 14, 2023
11:00 A.M.
Prevailing time



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

Invitation to Bid

Notice is hereby given that the Township of West Orange is requesting sealed bids for the
Moving and Storage of The West Orange Public Library

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

Sealed proposals, clearly marked with the title of bid, name and address of party making same, addressed to the Township Council, Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Tuesday, February 14, 2023 at 11:00 a.m. and will be publicly opened and read at that time in Council Chambers of Town Hall located at 66 Main Street, West Orange, NJ 07052. No proposals received after that time will be considered. There will be a mandatory vendor walk through the existing West Orange Public Library located at 46 Mt. Pleasant Avenue, West Orange NJ 07052 on February 1, 2022 at 10:00 am.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2. The Township reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Panayiota Reynolds, QPA

Purchasing Agent

SPECIFICATIONS

Moving and Storage of the West Orange Public Library

GENERAL INTENT

The intent of this section is to describe the overall moving plan for the library which will occur in (2) phases.

The West Orange Public Library (Library) is moving from 46 Mt. Pleasant Avenue, West Orange to a newly renovated library facility at 10 Rooney Circle in West Orange, NJ. The library must vacate 46 Mt. Pleasant Avenue before April 1, 2023. Move must be started no later than March 1, 2023 and completed no later than March 15, 2023. Bidder will consider scope and complexity of move to ensure move out date deadline is met. Mover will coordinate with Library Director to ensure an appropriate timeline. Because 10 Rooney Circle will have new shelving and furnishings the entirety of the 46 Mt. Pleasant Avenue will not be moved. Items to be moved will be clearly designated by the Library Director

Bidders must provide documented proof of qualifications (Certifications) and three (3) references when submitting the bid.

Term of Contract

This contract shall remain in effect for the term of the contract.

Acceptance

The Township reserves the right to examine all work performed under this contract. The Contractor will correct any and all defects and unsatisfactory work found by the Township. The Vendor shall correct said defects and unsatisfactory work at its own expense.

Guarantee

Any work that is performed under this contract shall be guaranteed for a period of six (6) months from the date of acceptance. Said guarantee shall survive the expiration of this contract.

Payment

Payment shall be made in accordance with Township policy. No payment shall be made without an invoice and signed voucher (purchase order).

- a. A detailed invoice for service shall be given at the time of work completed

Cancellation

If in the opinion of the Township of West Orange the contractor is not performing in a satisfactory manner, the Township of West Orange may at any time during the contract period terminate the contract by giving thirty (30) days' notice in writing to the other party of its intentions to do so for non-compliance with the terms and conditions of the contract. In the event the Township of West Orange cancels the contract, the contractor shall only be entitled to payments for work properly performed and completed.

West Orange Library Move Scope

Phase 1:

Content that is to be moved to 10 Rooney Circle will be marked by the library. Bidder will specifically provide proof of successful experience with moving and storing and unpacking library shelving, library books and media in sequential order, and pianos. Mover will coordinate with Library Director for any clarification.

There are two potential storage scenarios. Please provide bid for both.

Scenario 1: Climate controlled storage in West Orange provided by the township.

Scenario 2: Climate controlled storage offsite provided by the mover. Mover must provide pictures of storage location, description and proof of climate controlled conditions that meet the satisfaction of the library.

Phase 2:

Date/timeline to be determined after 10 Rooney Circle construction is complete and shelving is in place. Consists of moving content from storage and unloading, unpacking and sequencing books/media back as per below on the library shelves. Shelving that will be moved from 46 Mt. Pleasant Avenue will be set up in 10 Rooney Circle storage locations as designated by Library Director. Library Interiors which is the Library furniture company will inspect after installation that shelving is configured correctly.

Piano and all other items will be moved where ever the Library Director requires items to be placed. The most likely date for Phase 2 May 2023. Flexibility to conduct phase 2 as necessary dependent on date of construction completion is required.

Services Required:

- A. The mover is responsible for all supervision, labor, materials, supplies, and equipment to perform all services contemplated under the Bid in a workmanlike and timely fashion. The mover may not use any of the Library's equipment or personnel. The Library expects to use such timesaving suggestions from the selected mover, given the mover's professional expertise.
- B. The mover is to devise an efficient, thorough schedule for the phases of the move, in consultation with and to the satisfaction of the Library Director. The move will be conducted during normal business hours except as noted or agreed to by the Library Director.

- C. The mover will create in consultation with the Library a shelving/collection plan. This plan will outline the collection flow throughout the stacks and the shelf fill ratios for all kept disciplines within the collection.
- D. All collection materials are to be boxed so as to maintain the integrity of the sequential order of collection (shelf list order) and protect them from damage especially to the spines of the books.
- E. The packed collection materials, files and supplies are to be stored in climate controlled storage as described in Library Move Scope Phase 1. The method used in storing the boxed items must protect the boxed items from being crushed or damaged.

The mover is to assure the Library that its on-site staff and equipment will not be assigned to other clients or projects while the various stages of the move is in progress.

Involvement of Library Staff

- A. The Library's Representatives:
The Library's primary contact for the move is the Library Director. All official communication is to flow through Library Director. Library Director will coordinate as necessary with other Library departments; serve as the final authority for the resolution of problems arising in the move sequence, materials handling procedures, and staff behavior. Library Director is responsible for inspection and approval of the work, performing a final inspection upon completion of the project and prior to final payment.
- B. Right to Halt Work
The Library reserves the right to call for a change in the mover's procedures or the stoppage of work if, for example (but not limited to) materials are being located incorrectly, a staff member of the mover's team is behaving in an objectionable manner, or materials are being handled poorly. It is the mover's obligation to resolve the problem to the satisfaction of the Library Director.
- C. Involvement of Other Library Staff
Library staff will be responsible for packing the contents of their desks and immediate work areas (non-collection materials only) except files and supplies that are to be stored with the collection materials.
- D. Mover's Staff
The mover will designate a project manager with overall responsibility for the move and for communication with the Library's move coordinator. The project manager should be onsite at all times. If the project manager must leave the site, the mover will appoint another competent supervisor and will notify the Library Director. The mover will provide the Library with information about the mover's staff to include required competencies for employment and the number of staff involved. Smoking is prohibited except in designated outside areas. Food is restricted to non-library areas, though drinks in spill-proof containers are acceptable.

E. Coordination of Work with Other Agents

If any other contractor or Library staff is performing construction-related tasks on-site, the Library Director will cooperate in coordinating the move with the contractor. This includes egress to the building during removal and return of stored items.

F. If the mover requires access to the Library during closed hours, the mover will arrange that with the Library Director.

G. Mandatory Pre-Bid Tour

Prospective movers are required to tour the Library February 1, 2023 at 10:00 AM to gauge for themselves site conditions and scope of the move.

Library Content to be moved:

The library contents to be moved include the following but are not limited to:

117,000 Books
8,000 Audio Visual
1 vintage Steinway baby grand piano
16 Carrier Opticlean Negative Air Machines
36 full size book carts
52 half size book carts
23 Kickstands
70 desktop computers
Hundreds of book ends
Wall mounted white board
Mobile Smart board
2 Map drawer standing units
2 microfilm/fiche machines
4 microfilm/fiche filing cabinets
Ecolor + printer and supplies
Newspaper display rack
AED machine
Narcon kits
3 large office size copier/printer
Circ desk cash register
Dollhouse
Display case
Monitors
Keyboards and mice
2 microwaves
2 toaster ovens
2 refrigerators
1 large unit that holds bound historical West Orange chronicles
8 lateral filing cabinets
6 tall vertical filing cabinets

1 mobile room divider
1 coat rack
1 credenza
2 safes (one large, one small)
156 feet of 80" tall double sided 10"wide book shelves (312 feet single sided)
Contents of historical room
Contents of three closets in meeting room including AV equipment
11 6ft folding tables
2 exterior media drops
2 exterior book drops
72 meeting room chairs
3 wood benches
8 55 gallon garbage cans
2 wheelbarrow
1 32 ft ladder
1 20 ft ladder
2 10 ft ladders
2 6 ft ladders
3 outside decorative lights
1 garden cart
2 hand trucks
1 large dolly
2 snow shovels
2 push brooms
3 dust pen
3 brooms
4 garden shovels
3 garden forks
1 electric leaf blower
1 grass trimmer
1 Scotts soil spreader
3 water hoses
55 5 gallon pails ice and snow melter
8 boxes of 8 1/2"x14" paper reams
19 boxes of 8 1/2"x11 paper reams
CD/DVD cleaning machine
1 large paper shredder
1 small paper shredder
50 folding chairs
Magazines and magazine holders
2 bent rebar sculptures by George Tarr
3 wood tables

West Orange Shelf Counts 3/28/22

-All existing shelves are 60%-65% max full except for Children's, YA and AV/DVD which are nearly full.

Adult:

L.P.- 63

Adult Fiction- 864

Mystery- 189

Short Stories- 63

Bio- 252

Sci-Fi- 63

Graphic Novels- 10

Non-Fiction- 873

Oversized- 21

Reference- 58

World Language- 38

DVD- 45

New DVD- 10

Paperback- (8) single spinners

AV/Playaway- 87

CD's- (2) DF Demco Browser Units

Holds- 35 (using 20)

Young Adult- 73

Children's:

Board Books- 4

Picture Books- 54

Easy Readers- 18

JFic- 130

Paperback- 20

Graphic- 9

SciFi- 7

JBio- 8

JNon-Fic- 73

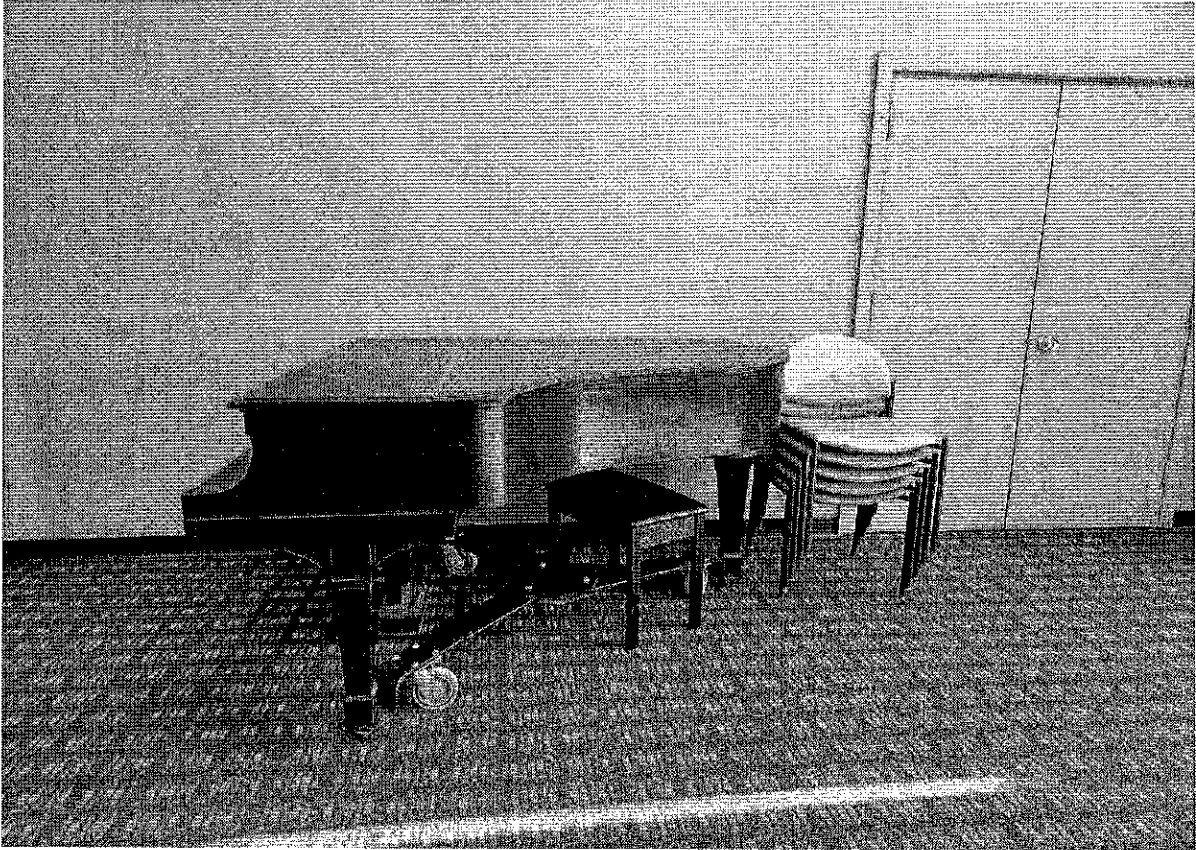
World Language- 9

Series- 6

New- 11

DVD- 16

Few Photo examples not limited to:



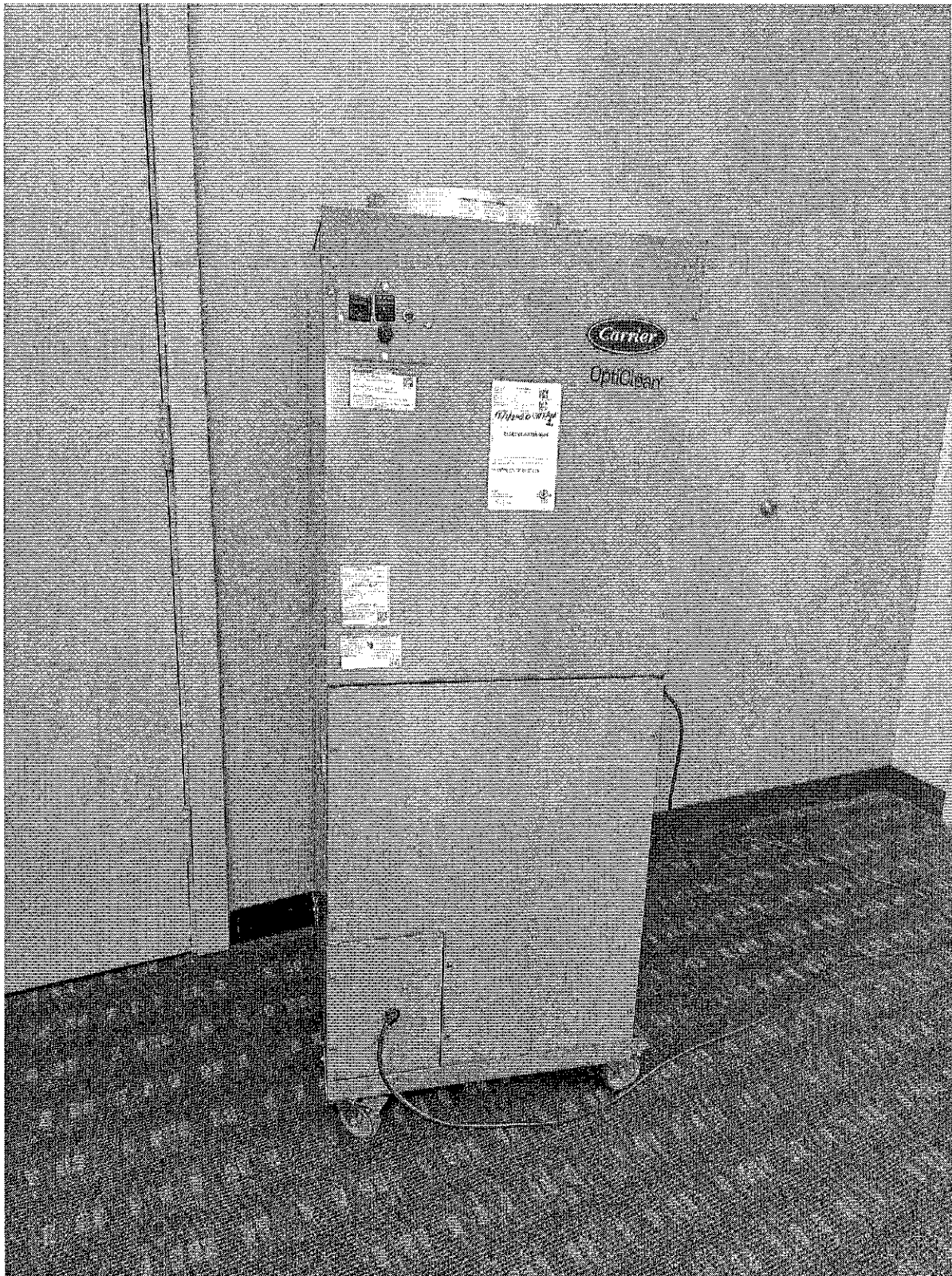
Steinway Baby Grand Piano



Shelving



Large unit for historical chronicles



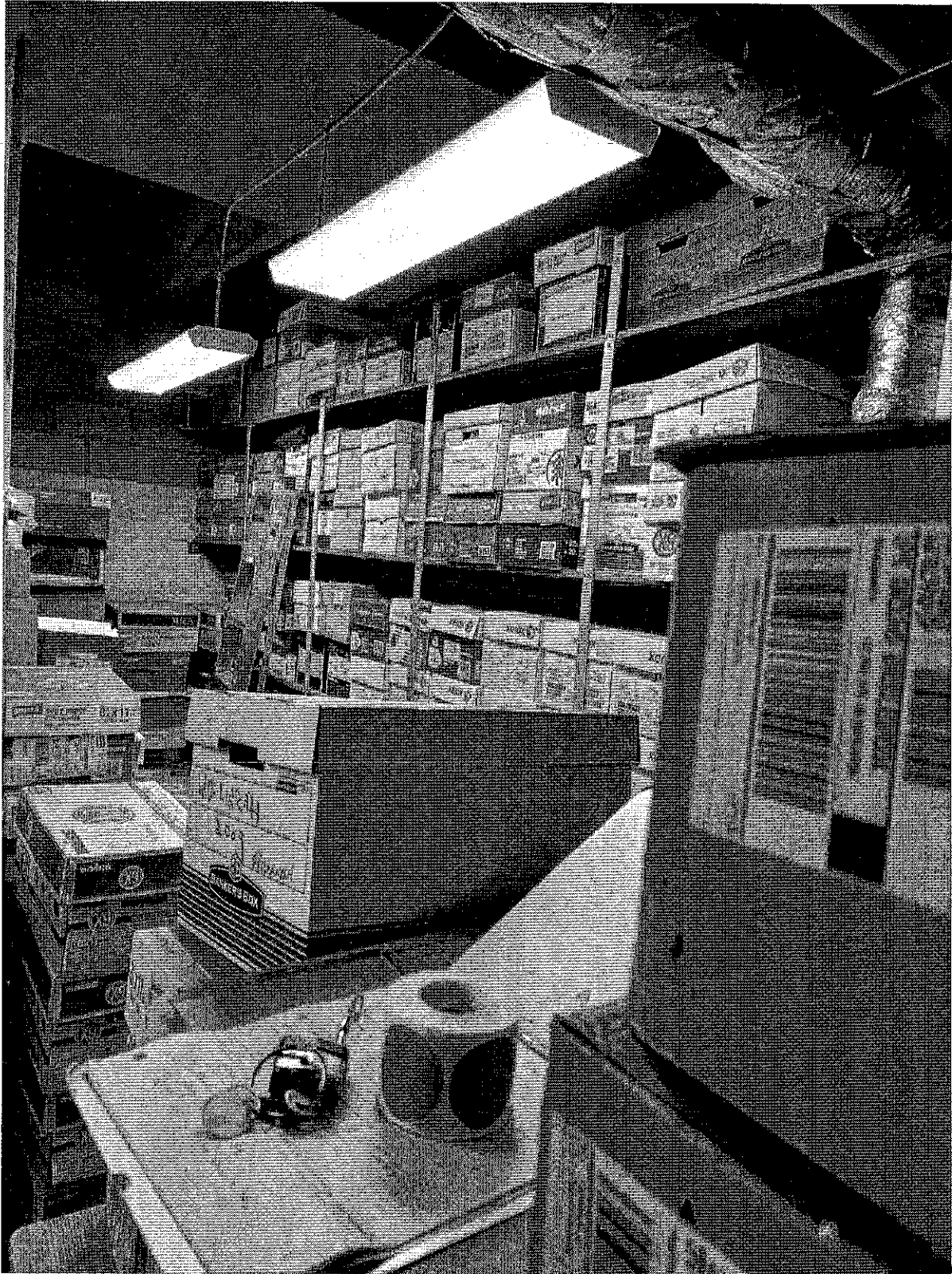
Carrier Opticlean Negative Air Scrubber



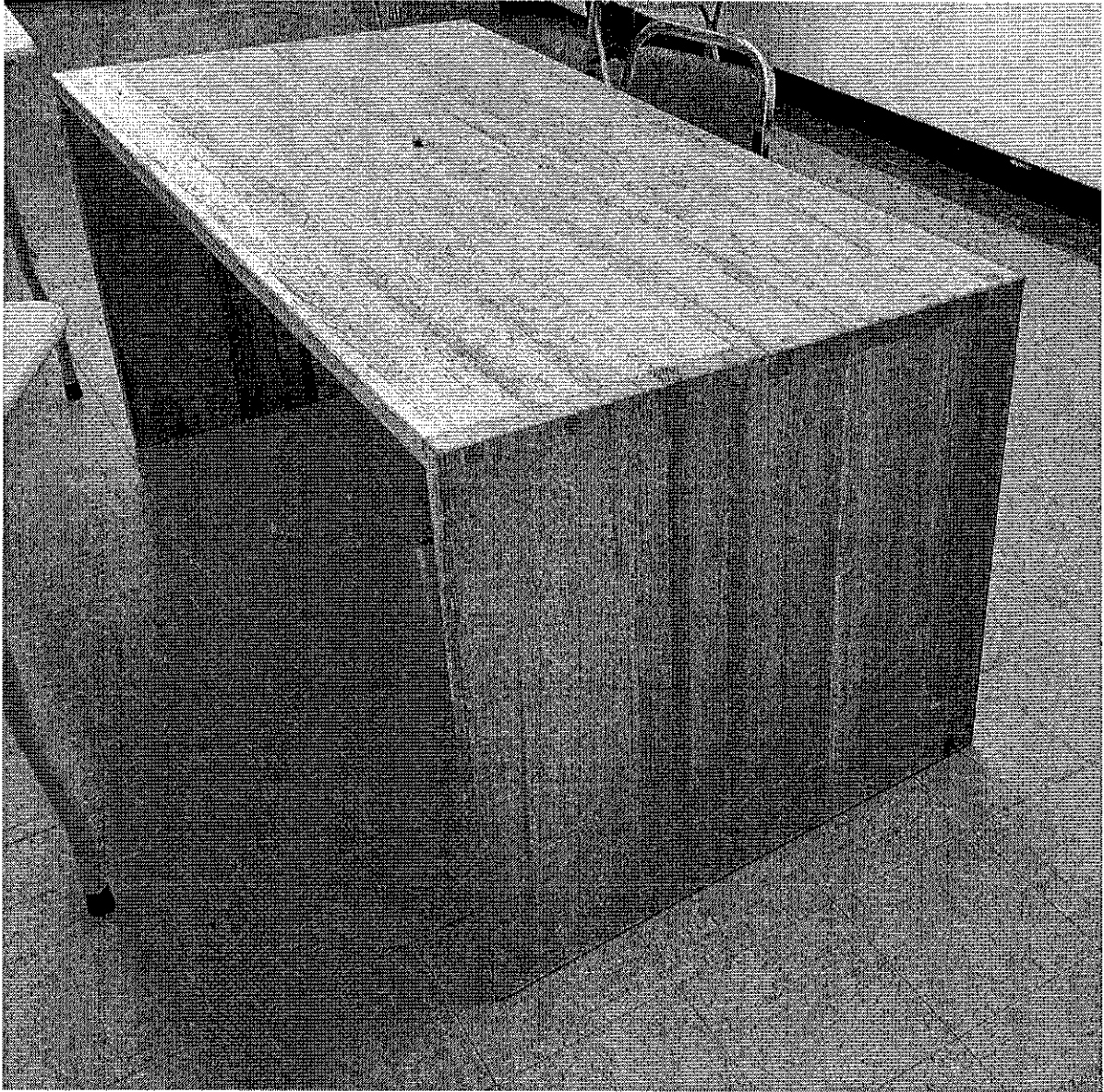
George Tarr rebar sculptures



Historical room documents and ephemera



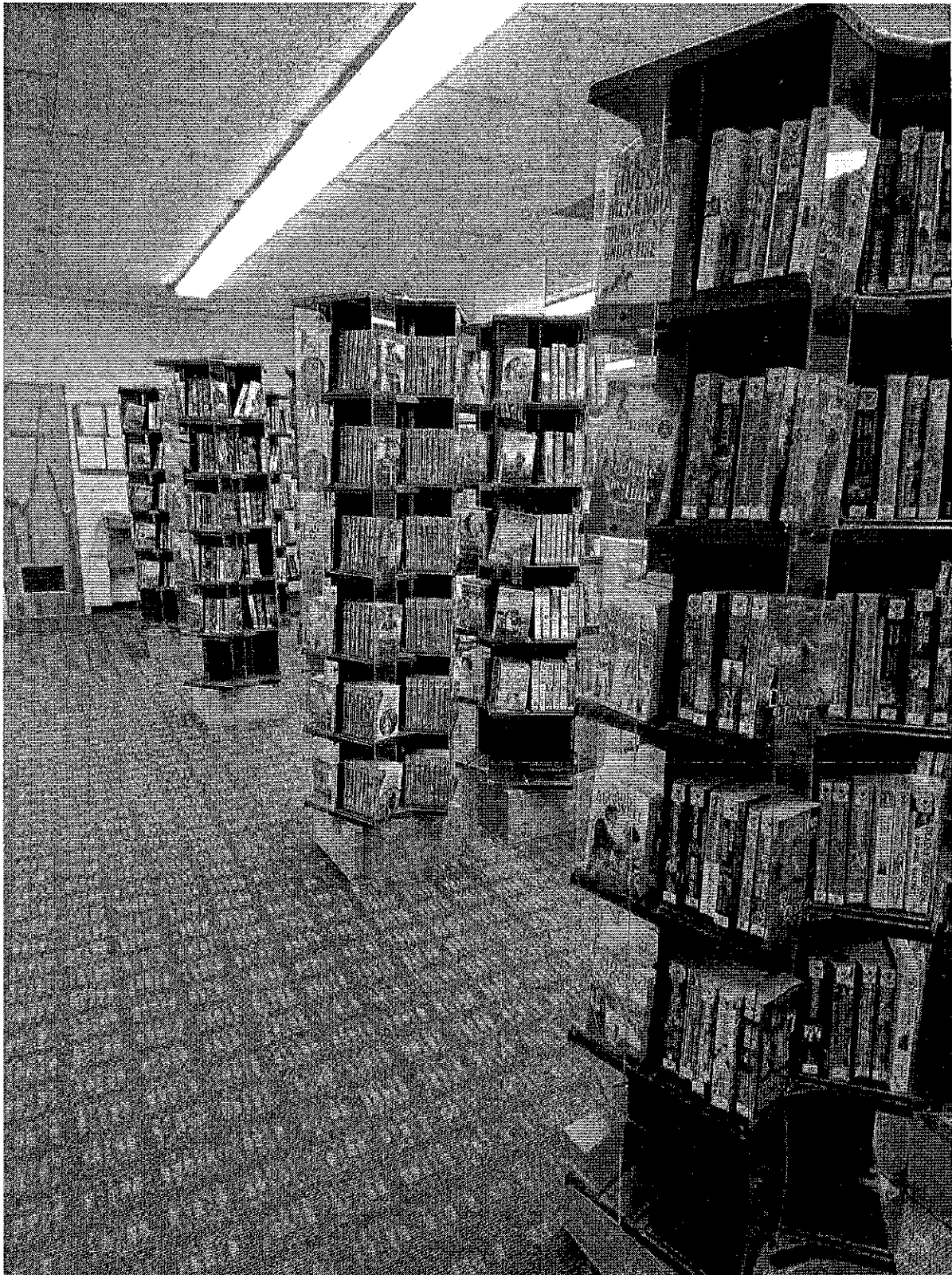
Records room



Wooden table



Wooden bench



Rotating paperback shelving units

Pre-Move Conference

- A. The selected mover will review detailed plans in advance of its start. The Library's staff and move coordinator will review the mover's relocation plan and detail for the successful completion of the project. The mover will be prepared to answer questions regarding the specific areas of the library to be moved. The Library Director and the mover's project manager will conduct a pre-move inspection of the site to determine any specific requirements that may have occurred after the award of the move. An inspection of the renovated space will take place at the beginning and conclusion of the move back to assure no damage was created during the moving process.
- B. Site Cleanliness
In order to avoid possible injury and to maintain a neat environment, the mover's staff is to promptly dispose of trash and maintain a clean work environment.
- C. Mover Qualifications
Prospective movers will supply references demonstrating satisfactory completion of comparable projects. The submitted list should include all moves of similar size and complexity over the past three years within the State of New Jersey with a minimum of three within the current year. The reference must include a contact name and telephone number for each library listed. All bidders of this project are to have a NJ Public Movers License with must be submitted with this bid.

GENERAL INSTRUCTION TO BIDDERS

1. The Township of West Orange reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township of West Orange to do so.
2. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
3. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of West Orange against any damage for payment for the use of any patented material process, article or devise that may enter into manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Township of West Orange from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.
4. The contractor shall maintain sufficient insurance (\$1,000,000.00) to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of West Orange when required.
5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of West Orange and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
6. Each bid must be signed in ink by the person authorized to do so.
7. Bidders must use the proposal form furnished by the Township of West Orange when submitting their bid, if applicable.
8. Non-Collusion Affidavit must be completed and included with bid.
9. A Performance Bond in the amount of 100% of total bid is **not required**.
10. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor. F.O.B. destination and placement at locations specified by the Township of West Orange. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
11. Payments will be made upon the approval of vouchers with the requirements of the Township of West Orange and subject to the Township of West Oranges customary procedures.
12. Contract will be awarded on a (Line Item) or (Lump Sum) basis, if applicable.

13. Award will be made by Township of West Orange within sixty (60) days after receipt of bids.
14. Prevailing Wage & Labor Laws. The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be complied with by the successful bidder.
15. Equal or Tie Bids. The Township of West Orange reserves the right to award at their discretion to any one of the tie bidders.
16. Return of Bid Security. If applicable, All bid security of the three lowest responsible bidders shall be returned with 10 days. Within 3 days after signing of the contract and approval of contractor's performance bond, the bid security remaining bidders shall be returned to them, if applicable.
17. The Township of West Orange is exempt from any State sales tax.
18. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. All exceptions shall be submitted on separate sheets within your submission. If no variations are indicated, it will be construed that the bid fully complies with our specifications.
19. Quantities as shown are approximate and the Township of West Orange reserves the right to increase or decrease quantities by 20% at the unit price bid.
20. The contract, if applicable, shall be in effect for two (2) years from the date of award, unless otherwise stated. Township can extend the contract for one (1) additional year, if agreed.
21. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.
22. 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. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office
23. Prohibited Russia-Belarus Activities & Iran Investment Activities P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and

services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").

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

Bids are due: February 14, 2023 at 11:00 AM
Township of West Orange, Room 111
66 Main Street
West Orange, NJ 07052
M-F 8:30 AM – 4:30 PM

Contact: Panayiota Reynolds, Purchasing Agent
(973) 325-4056
Email: preynolds@westorange.org

1. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least seven (7) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.

2. Mandatory forms:

- Disclosure of Ownership Form
- EEO/Affirmative Action Compliance
- Prohibited Activities in Russia and Belarus & Investment Activities in Iran
- NJ Business Registration Certificate
- Notice of addendum/addenda
- Political Contribution Form
- NJ Public Movers License

Application after award:

w-9
Certificate of Insurance

Business Registration Certification and if required Public Works Contractor Registration Certification

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

Contractors are responsible for notifying subcontractors.

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

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

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Date:

(Signature)

(Name and Title)

(Company)

(Address)

(Corporate Seal)

Subscribed and sworn to before me

this _____ day of _____, 20____
Notary Seal

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.**

STATEMENT OF OWNERSHIP DISCLOSURE

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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization: _____

Organization

Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to

execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to 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

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	

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:

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

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

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

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

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
Yes _____ (If yes, submit a copy of such approval.) No

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

COMPANY: _____ 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.

TOWNSHIP OF WEST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☐ No addenda was/were received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Moving and Storage of The West Orange Public Library

Scenario 1: Moving and Climate controlled storage in West Orange provided by the Township.

\$ _____
Amount Amount in words

Scenario 2: Moving and Climate controlled storage offsite provided by the mover. Mover must provide pictures of storage location, description and proof of climate controlled conditions that meet the satisfaction of the library.

\$ _____
Amount Amount in words

COMPANY
NAME _____

ADDRESS _____

DATE _____

PHONE _____

EMAIL _____

BY _____
(Signature and Title of Officer of Company authorized to execute a contract)

BIDDER'S CHECK LIST Mandatory Items

Business Registration Certification	_____
Statement of Ownership	_____
Affirmative Action Compliance Notice	_____
Prohibited Russia-Belarus Activities & Iran Investment Activities	_____
Non-Collusion Affidavit	_____
Proposal Form	_____
Acknowledgement of Addenda	_____
Political Contribution Form	_____
NJ Public Movers License	_____
3 References	_____

Please initial lines.

Please provide one additional copy of entire bid package, which can be a USB/Flash Stick/CD



Your moving partner.
Chicago, New York, Dallas, Atlanta, Los Angeles

New Jersey Office
Nelson Westerberg, Inc.

February 9, 2023

Ms. Panayiota Reynolds
Township Council
Township of West Orange
Municipal Building
66 Main Street
West Orange, NJ 07052

Dear Panayiota,

Re: Moving & Storage of the West Orange Public Library

Enclosed, please find all required bid documents.

If you have any questions please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith DeLorenzo", written over a large, stylized "S" or "K" shape.

Keith DeLorenzo
Director, Commercial Sales
KDL/cmc

ve

180 Melster Avenue | Branchburg, NJ 08876
Ph: 908-725-3800 | Toll-Free: 800-247-3800 | Fax: 908-725-3943
www.nelsonwesterberg.com

The logo for Atlas Interstate Agent, featuring a stylized "A" with a mountain peak inside, followed by the text "Atlas Interstate Agent".
Atlas Interstate Agent

BIDDER'S CHECK LIST Mandatory Items

Business Registration Certification

KD

Statement of Ownership

KD

Affirmative Action Compliance
Notice

KD

Prohibited Russia-Belarus Activities & Iran Investment Activities

KD

Non-Collusion Affidavit

KD

Proposal Form

KD

Acknowledgement of Addenda

KD

Political Contribution Form

KD

NJ Public Movers License

KD

3 References

KD

Please initial lines.

Please provide one additional copy of entire bid package, which can be a USB/Flash Stick/CD



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEWESCO, INC.
Trade Name: NELSON WESTERBERG OF NEW JERSEY
Address: 180 MEISTER AVENUE
SOMERVILLE, NJ 08876-3465
Certificate Number: 0842184
Effective Date: April 28, 1995
Date of Issuance: June 18, 2009

For Office Use Only:
20090618142256181

STATEMENT OF OWNERSHIP DISCLOSURE

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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization: Nelson Westerberg

Organization

Address: 180 Meister Avenue, Somerville, NJ 08876

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
John Westerberg	1500 Arthur Avenue, Elk Grove Village, IL 60007
Steve Westerberg	1500 Arthur Avenue, Elk Grove Village, IL 60007

Robert Westerberg	1500 Arthur Avenue, Elk Grove Village, IL 60007

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
www.nelsonwesterberg.com	

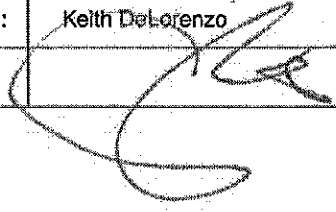
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to

execute this certification on behalf of the bidder/proposer; that the **Township of West Orange** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of West Orange** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Keith DeLorenzo	Title:	Director
Signature:		Date:	2/8/23

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:

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

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

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

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

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
Yes 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.

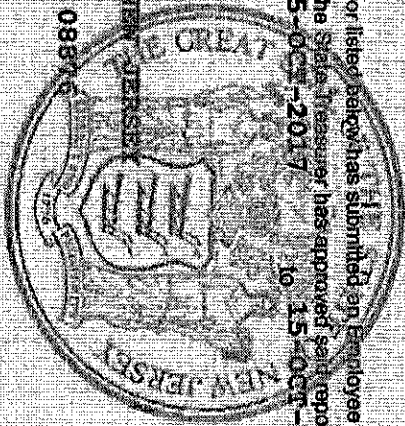
COMPANY: Nelson Westorberg NAME: Keith DeLorenzo

SIGNATURE: [Signature] TITLE: Director

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.

Certification 40799
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-OCT-2017 to 15-OCT-2024



NEILSON WESTERBERG OF NEW JERSEY
180 WEISTER AVE
SOMERVILLE NJ 08876

Ford M. Scudder
FORD M. SCUDDER
State Treasurer

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.

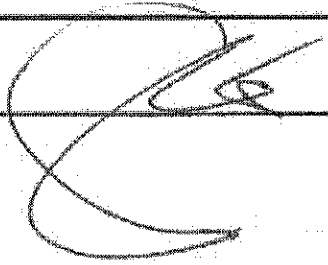
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets 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)	Keith DeLorenzo	Title	Director
Signature		Date	2/08/23

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Date:

(Signature)

Keith DeLorenzo

(Name and Title)

Director

Nelson Westerberg

(Company)

180 Meister Avenue

(Address)

Somerville, NJ 08876

(Corporate Seal)

Subscribed and sworn to before me

this 8th
Notary Seal

day of

NOVEMBER

, 20 23

PAUL E. DeLORENZO

ATTORNEY AT LAW OF NEW JERSEY

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Moving and Storage of The West Orange Public Library

Scenario 1: Moving and Climate controlled storage in West Orange provided by the Township.

\$ 109,000.00

Amount

One Hundred and Nine Thousand

Amount in words

Scenario 2: Moving and Climate controlled storage offsite provided by the mover. Mover must provide pictures of storage location, description and proof of climate controlled conditions that meet the satisfaction of the library.

* \$ 115,000.00

Amount

One Hundred and Fifteen Thousand

Amount in words

*Any additional months of storage past 2 months is
\$3,000 a month

COMPANY
NAME

Nelson Westerberg

ADDRESS

180 Meister Avenue

Somerville, NJ 08876

DATE

2/08/23

PHONE

908-332-7187

EMAIL

kdelorenzo@nelsonwesterberg.com

BY

(Signature and Title of Officer of Company authorized to execute a contract)

Director

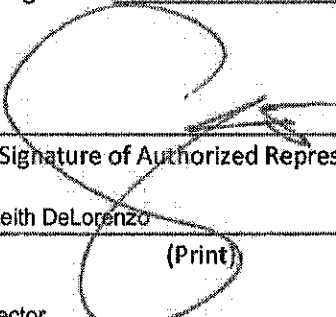
TOWNSHIP OF WEST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☒ No addenda was/were received.

Acknowledged for: Nelson Westerberg
(Company Name)

By: 
(Signature of Authorized Representative)

Name: Keith DeLorenzo
(Print)

Title: Director

Date: 2/08/23

Keith Delorenzo

From: Paula Reynolds <PReynolds@westorange.org>
Sent: Thursday, February 9, 2023 9:51 AM
To: Paula Reynolds
Cc: David Cubie
Subject: Bid 2/14/2023 10:00am Moving and Storage of The West Orange Public Library - CLARIFICATION

Importance: High

[EXTERNAL]

Good Morning

Please note I have received a question about the bid above.

QUESTION "on page 36, it stipulates moving into and storing, but it does not mention moving out and unloading. Am I to include moving out and unloading in each scenario?"

ANSWER- each scenario must include the PHS 1 and PHS 2 that is stated on page 4 of the bid which will be done in 2 phases. Please price accordingly. You are to answer as a whole for Scenario 1 and for scenario 2 on page 36 of the bid.

West Orange Library Move Scope

Phase 1: Content that is to be moved to 10 Rooney Circle will be marked by the library. Bidder will specifically provide proof of successful experience with moving and storing and unpacking library shelving, library books and media in sequential order, and pianos. Mover will coordinate with Library Director for any clarification. There are two potential storage scenarios. Please provide bid for both. Scenario 1: Climate controlled storage in West Orange provided by the township. Scenario 2: Climate controlled storage offsite provided by the mover. Mover must provide pictures of storage location, description and proof of climate controlled conditions that meet the satisfaction of the library.

Phase 2: Date/timeline to be determined after 10 Rooney Circle construction is complete and shelving is in place. Consists of moving content from storage and unloading, unpacking and sequencing books/media back as per below on the library shelves. Shelving that will be moved from 46 Mt. Pleasant Avenue will be set up in 10 Rooney Circle storage locations as designated by Library Director. Library Interiors which is the Library furniture company will inspect after installation that shelving is configured correctly. Piano and all other items will be moved where ever the Library Director requires items to be placed. The most likely date for Phase 2 May 2023. Flexibility to conduct phase 2 as necessary dependent on date of construction completion is required.

PLEASE INCLUDE THIS EMAIL AS RECEIVED IN THE BID PACKAGED AND INITIAL.

Thank you

Paula

KD



Paula Reynolds, R.P.P.S, QPA

Purchasing Agent
Purchasing Department
Township of West Orange
66 Main Street
West Orange, NJ 07052
Phone (973) 325-4056
Fax (973) 736-8380
preynolds@westorange.org
www.westorange.org



 Please consider the environment before you print this email
America, Land of the Free, Because of the Brave.

Confidentiality Notice: This e-mail contains information from the Township of West Orange. It is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information contained within it by anyone other than the intended recipient or an employee or agent responsible for delivering the message to the intended recipient is prohibited. If you have received this e-mail in error, please call 973-325-4055 and destroy the original message and all copies.

**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

Name of Individual/Entity Making Contribution	Amount of Contribution	Recipient of Contribution	Date of Contribution

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

Nelson Westerberg

Company Name


Authorized Signature

Keith DeLorenzo

Printed Name

2/08/23

Date

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MOTTLED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Regulated Business Section

HAS LICENSED

NELSON WESTERBERG OF NJ INC
NELSON WESTERBERG OF NJ INC
180 WEISTER AVE
SOMERVILLE NJ 08876-3465

FOR PRACTICE IN NEW JERSEY AS A(N): PMW Branch

11/29/2022 TO 09/30/2023
VALID

39PC00010405
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

Carli Sain
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Regulated Business Section
HAS LICENSED
NELSON WESTERBERG OF NJ INC
PMW Branch

11/29/2022 TO 09/30/2023
VALID

39PC00010405

License/Registration/Certificate #

SIGNATURE

Carli Sain
ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST

PLEASE NOTIFY:

Regulated Business Section
P.O. Box 46026
Newark, NJ 07101

PLEASE DETACH HERE

References

Jersey City Free Public Library
472 Jersey Avenue
Jersey City, NJ
Charles Hatchett
201-547-4512

City of Jersey City Archive Storage
13-15 Linden Avenue
Jersey City, NJ
John Lynch
646-385-4594

NJIT
323 MLK
Newark, NJ
Rich Martinez
201-207-9423

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>
WO TNVR	June 3, 2023 Off Premise 50/50	Main Street-Street Fair	7805
Cancer Hope Network, Inc.	June 12, 2023 On Premise Merchandise	750 Eagle Rock Ave.	7806
Cancer Hope Network, Inc.	June 12, 2023 Off Premise 50/50	750 Eagle Rock Ave.	7807
Clara Maass Medical Center Foundation	May 1, 2023 Off Premise 50/50	25 Prospect Avenue	7808
National Council of Jewish Women, Essex Cty. Sec.	May 1, 2023 On Premise 50/50	750 Eagle Rock Avenue	7809
Seton Hall Prep Mothers Auxiliary	May 2, 2023 Off Premise Merchandise	120 Northfield Avenue	7810
WOHS AFJROTC Parents Boosters	March 10, 2023 On Premise 50/50	350 Pleasant Valley Way	7811
WOHS AFJROTC Parents Boosters	March 10, 2023 Tricky Tray	350 Pleasant Valley Way	7812
WOHS AFJROTC Parents Boosters	March 10, 2023 Casino Nite	350 Pleasant Valley Way	7813

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

Tammy Williams
Council President

Adopted: February 21, 2023

RESOLUTION

WHEREAS, the Township of West Orange is in the process of construction and development of a new location for the West Orange Public Library which requires the temporary closure of the previous location of the West Orange Public Library; and

WHEREAS, the Township seeks to open a temporary location for library services available to the public pending the completion of the new library location; and

WHEREAS, the Township has negotiated a proposed Agreement of Lease with Municipal Square Associates LP (the “Landlord”) for use of a space at 80 Main Street, Suite 230, annexed hereto as Exhibit “A” (the “Lease”); and

WHEREAS, term of the lease will run until May 31, 2023 at which time the Township may continue to lease the space on a month-to-month basis; and

WHEREAS, rent due from the Township under the lease shall be \$1,400 per month.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor or Business Administrator be and is hereby authorized to execute the Lease, in the form annexed hereto as Exhibit “A,” to rent Suite 230 at 80 Main Street for the use of the space for temporary library services; and it is further

RESOLVED that the Township Clerk is authorized to attest to the Mayor’s or Business Administrator’s signature; and it is further

RESOLVED that notice of this Lease 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 21, 2023

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

John O. Gross, Chief Financial Officer

Agreement of Lease

FOR AND IN CONSIDERATION of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. **GENERAL:** The name and address of the landlord and tenant, the description of the leased premises, the term of the lease with any options, the percentage for additional rent, and the fixed rental and monthly rental payment are as follows:
 - (a) **NAME AND ADDRESS OF LANDLORD:**
Municipal Square Associates LP
80 Main Street, Suite 570
West Orange, NJ 07052
 - (b) **NAME AND ADDRESS OF TENANT:**
TOWNSHIP OF WEST ORANGE PUBLIC LIBRARY
46 Mount Pleasant Avenue
West Orange, NJ. 07052
 - (c) **DESCRIPTION OF PREMISES:**
Suite 230, 80 Main Street, West Orange, NJ which consists of 563 square feet of deemed rentable square feet on the 2nd floor as shown on the attached Exhibit A.
 - (d) **TERM OF LEASE:**
Lease to commence on February 10, 2023, and terminate on May 31, 2023, . TIME IS OF THE ESSENCE.
 - (e) **RENEWAL OPTIONS:**
Tenant can request Month to Month extensions provided that the Tenant shall make such requests at 30 days prior to the expiration of the then current lease term
 - (f) **SECURITY DEPOSIT: N/A**
 - (g) **PERCENTAGE FOR ADDITIONAL RENT AND BASE YEAR:**
0.60%
Base year: 2023
 - (h) **FIXED RENTAL:**
For Rent: \$1,400.00 per month. February 2023 rent shall be prorated.
For Tenant Electric: Included
Tenant shall pay Two Months Rent at the execution of the Lease and pay One month's rent every month as noted in the Lease.
At the expiration of the Lease or any extensions, Landlord shall return One month's rent to Tenant provided that the space is returned in the condition it was at the commencement of the Lease.
 - (i) **BROKERAGE FEES:**
Tenant warrants and represents that it has not dealt with any real estate broker or agent, other than Sheldon Gross Realty, Inc., in connection with this Lease or its negotiation.
2. **DESCRIPTION:** Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the space (hereinafter called the Premises) as set forth in Paragraph 1 (c) above "as is"; Landlord shall not be obligated to make any improvements to the Premises.
3. **TERM:** The term of this Lease shall commence and terminate as set forth in Paragraph 1(d) above, unless sooner terminated as this Lease may hereinafter provide.
4. **FIXED RENT:** As fixed rent the Tenant shall pay to the Landlord or to such other person at the address set forth in Paragraph 1 (a) above, or at such other place as the Landlord may from time to time designate, without previous demand therefore and without counterclaim, deduction or set-off, the annual sum as set forth in Paragraph 1 (h) above, which sum shall be payable in equal monthly installments in advance on the first day of each month. The Tenant shall also pay the additional rent hereinafter provided for.
5. **ADDITIONAL RENT:** (A) The Tenant agrees to pay as additional rent hereunder any increase in real estate taxes, and/or other governmental assessments, special improvement or other charges (collectively, "real estate taxes etc."), assessed against the Premises for each calendar year which commences or ends during the term of this Lease over and above the amount of real estate taxes, etc. assessed against the Premises for the base year identified in Paragraph 1(g) above. The said increase in real estate taxes, etc. for any calendar year shall be determined as follows: (a) the difference between the amount of the real estate taxes, etc. assessed against the entire property of which the building (hereinafter called the Building) in which the Premises are located is a part for the said calendar year, and the amount of the said real estate taxes, etc. for the base year, shall be ascertained, and (b) the amount of said difference shall then be multiplied by the percentage set forth in Paragraph 1(g) above, representing the portion that the total number of square feet of floor space in the premises is of the total number of rentable floor space in the entire Building; and (c) the result is the increase in real estate taxes etc. assessed against the Premises.

(B) The Tenant shall also pay as additional rent a proportionate share of any increase in operating expenses of the Building for each fiscal year of the Landlord which commences or ends during the term of this Lease over and above such operating expenses for the base year identified in Paragraph 1(g) above. The Tenant's proportionate share of the said increase in operating expenses of the Building for any fiscal year of the Landlord shall be determined as follows: (a) the difference between the amount of said operating expenses of the Building for the said fiscal year, and the amount of said operating expenses for the base year shall be ascertained; and (b) the amount of said difference shall then be multiplied by the said percentage set forth in Paragraph 1(g) above; and (c) the result is the Tenant's proportionate share of the increase in operating expenses of the Building. "Operating expenses" shall mean all costs incurred in managing, leasing, operating, maintaining and repairing the entire Building, and the land of which the Building is a part, including, but not limited to, a management fee, the cost of labor, supplies, fuel, utilities, insurance and service contracts. "Cost of labor" shall mean wages and service contract costs paid by Landlord including wages of elevator operators, starters, porters, handymen, cleaners, matrons, security guards, engineers, and superintendents.

(C) Estimated payments by the Tenant hereunder shall be made monthly based on the prior year's Additional Rent amount. A reconciliation statement will be prepared by the Landlord by April 30 each year. Payment in full for any amounts due will be due no later than ten (10) days after notice by Landlord of the amount of the additional rent hereunder. In the event that the Tenant's right of occupancy of the Premises during any calendar or fiscal year as to which such additional rent may be payable shall be less than the full calendar or fiscal year, the amount payable by the Tenant during such year shall be pro-rated accordingly.

6. **USE AND OCCUPANCY:** The Premises and/or any part thereof shall not be used or permitted to be used for anything other than . **library and computer labs accessible for the public between the hours of 10:00a.m. and 6:00 p.m. Monday Through Friday.** Tenant agrees that the Premises are ready for Tenant's occupancy at this time.

7. **ASSIGNING AND SUBLETTING:** (A) The Premises shall not be sublet by Tenant, in whole or in part, nor shall permission be given for the use of any part of the Premises by any person or entity other than the Tenant, nor shall this Lease be mortgaged, or otherwise encumbered by the Tenant without Landlord's written consent, which shall not be unreasonably withheld. Any subletting shall be limited to a professional firm similar to and compatible with the other Tenants in the Building and considering parking requirements. Any sublet approved the Landlord shall not result in the release of Tenant under this lease and Tenant shall remain the primary obligor. (B) Tenant shall not assign this lease, in whole or in part.

LANDLORD'S RIGHT TO COLLECT RENT FROM ANY OCCUPANT: (B) If this Lease is sublet by Tenant, or if the Premises are otherwise occupied by anybody other than Tenant, Landlord may collect rent from the under-tenant or occupant, and apply the net amount collected to the rent herein reserved; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of such under-tenant or occupant as tenant, or a release of Tenant from further performance of the covenants herein contained.

8. **WASTE:** Tenant shall commit no act of waste and shall take good care of the Premises and the fixtures therein.
9. **CONFORM TO LAW:** Tenant shall, at its own expense, in the use and occupancy of the Premises, conform to all laws, orders and regulations of the Federal, State and Municipal governments, or any of their departments, and regulations of the Board of Fire Underwriters, and Landlord's insurers, now or hereafter applicable to the Premises. The Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building, or on property kept therein.
10. **RULES AND REGULATIONS:** Tenant shall observe and comply with the rules and regulations hereinafter set forth, which are made part hereof, or any changes thereof, and with such further reasonable rules and regulations as Landlord may prescribe, on written notice to Tenant, for the safety, care and cleanliness of the Building and the comfort, quiet and convenience of other occupants of the Building.
11. **ALTERATIONS:** The Tenant shall make no alterations, changes, additions, or improvements in, or to the Premises, without the written consent of the Landlord. All alterations, additions, or improvements which may be made by either party upon the Premises shall become the property of the Landlord and shall remain and be surrendered with the premises as a part thereof, at the expiration or earlier termination of the Lease, except that such alterations, additions or improvements which shall have been made by the Tenant and which the Landlord shall designate, shall be removed by the Tenant at its own expense at the expiration or earlier termination of this Lease.
12. **SURRENDER:** At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the premises, broom clean and in as good condition as they were at the beginning of the term, reasonable wear excepted. All property of Tenant remaining on the Premises after the expiration or earlier termination of this Lease shall be conclusively deemed abandoned and at Landlord's option, may be retained by Landlord, or may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal.
13. **ENTRY:** Landlord shall have the right at any time to enter the Premises to examine the same, to maintain the same, or to make such repairs, additions, alterations or improvements to the Premises or Building as it may deem necessary, and Tenant shall have no claim or cause of action against Landlord by reason thereof.
14. **DAMAGE BY FIRE OR OTHER CASUALTY:** In the event the Premises shall be damaged by fire, or other casualty, the Tenant shall give immediate notice thereof to the Landlord, and after such notice, an equitable reduction of rent shall be allowed the Tenant for the time such part or parts of Premises shall remain untenable or incapable of use and occupancy, and this Lease shall continue in full force and effect, and the Landlord shall at its own expense, with reasonable promptness, subject to delays beyond Landlord's control and delays in making of insurance adjustments by Landlord, repair the premises. If the damage results from the act or omission of Tenant, or Tenant's agents, employees or invitees, Tenant shall, at its own expense, with reasonable promptness, repair the Premises, and Tenant shall not be entitled to any abatement or reduction of rent. Landlord need not restore fixtures and improvements owned by Tenant. In the event the Premises or the Building shall before or after the commencement of the term, be so damaged that the Landlord shall decide not

to repair the same, or if the Landlord shall decide to demolish or rebuild the same, for any reason whatsoever, upon notice to Tenant, the term of this Lease shall cease and terminate, and the accrued rent, if any, shall be paid up to the time of the damage or such termination. All proceeds of insurance payable as a result of fire or other casualty shall be the sole property of the Landlord.

15. **NOTICE:** The Tenant shall give immediate notice to the Landlord in case of fire or accident occurring on the Premises and of any defect or condition of disrepair in the Premises, or in any fixtures or equipment forming a part thereof.
16. **CONDEMNATION:** If the Premises or any part thereof or any estate therein, or any other part of the Building be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking and the rent and additional rent shall be apportioned as of said date. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; excepting that Tenant shall be entitled to any separate award rendered for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty.
17. **NO LIABILITY:** Tenant agrees to take such steps as it may deem necessary and adequate for the protection of itself, and its agents, employees, and invitees, and the property of the foregoing, against injury, damage or loss, by insurance, as a self-insurer, or otherwise. The Landlord, its agents and employees shall not be liable for any damage to property of the Tenant entrusted to employees of the Building or to any property, goods, or things contained in the Premises or stored in the basement, or other part of the Building, or to the business or operations of the Tenant, or any interruption thereof, resulting from any defect, latent or apparent, or change of conditions in the Premises or Building, or land on which it is located, any theft, burglary, explosion, wind or accident, fire, falling plaster, steam, gas, electricity, water, rain or snow, leakage from any part of the Building or from pipes appliances, or plumbing works in the Building or from the street or sub-surface thereof, or from any other source, or from dampness, or from damage occasioned by workmen engaged in making repairs or alterations in or upon the Building or land on which it is located, or from damage by other tenants or persons in the Building, or for interference with the light or other incorporeal hereditaments, or caused by operations in the construction of any public or quasi-public work, or for any other cause whatsoever.
18. **CONDITIONS OF LANDLORDS LIABILITY:** Tenant shall not be entitled to claim a constructive eviction from the Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions given rise thereto, and, if the complaints be justified, unless Landlord shall have failed within a reasonable time after receipt of said notice to remedy such conditions.
19. **WAIVER OF SUBROGATION:** Tenant shall obtain, for each policy of insurance secured by it, provisions waiving any claim against Landlord for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all such claims against the Landlord. Nothing herein contained shall be construed to vary the force and effect of Paragraph 17 hereof.
20. **LIABILITY OF TENANT:** The Tenant shall indemnify and save harmless the Landlord from, and shall reimburse the Landlord for all expenses, damages, fines and reasonable legal fees and costs incurred or suffered by the Landlord by reason of any breach, violation, or non performance by the Tenant, or the Tenant's agents, employees, or invitees, of any covenant or provision of this Lease, or by reason of damage or injury to persons or property caused wholly or in part by any act or omission of the Tenant, or the Tenant's employees, agents, or invitees, or arising from or out of any occurrence in, upon or at or from the Premises or the occupancy or use by the Tenant of the Premises or the Building or any part thereof or from any cause wholly or in part due to the carelessness, negligence or improper conduct of the Tenant or the Tenants agents, employees or invitees.
21. **BUILDING SERVICES:** Landlord shall furnish the following services:
 - a. **ELEVATOR:** Passenger elevator service 24 hours per day 7 days per week, subject to repairs and replacement;
 - b. **HEAT AND AIR CONDITIONING:** Heat to warm the halls and Premises and air conditioning to cool the halls and Premises, when necessary, during the hours of 8:00 a.m. to 6:00 p.m. on weekdays;
 - c. **JANITORIAL:** Janitorial and cleaning services customarily furnished in commercial office buildings in the area;
 - d. **ELECTRICITY:** Electricity for lighting provided by Landlord, and for a reasonable number of light office machines, which shall not exceed five light office machines for each 1,000 square feet of floor space of the Premises, and Tenant agrees to pay all other electrical charges applicable to the Premises, as reasonably determined by the Landlord, based on then existing electrical rates.
 - e. **SUPPLEMENTAL HEAT OR AIR CONDITIONING:** Tenant agrees that it will not install in the Premises any supplemental heat or air-conditioning or air-cooling unit system, or any equipment, appliance or machine of any kind, type or nature whatsoever, except light office machines, without Landlord's prior written consent thereto.

The Landlord shall not be required to furnish services hereunder to the Tenant on Saturdays and Sundays and on Federal or State holidays, including, but not limited to, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Thanksgiving Day and Christmas Day, and other days which may be designated holidays in labor contracts with trades furnishing said services.

In the event that the Tenant occupies the Premises on Saturdays or Sundays, or on the foregoing holidays, or before the hour of 8:00 a.m. on weekdays, or after the hour of 6:00 p.m. on weekdays which occupancy shall require services not herein required to be furnished by the Landlord, the Tenant agrees that it will pay to the Landlord upon demand a reasonable sum to be fixed by the Landlord for the providing of such service. The Landlord may require the Tenant to notify the Landlord a reasonable time in advance of such intended occupancy. Before and after hour heating and air conditioning for all areas shall be provided by Landlord at request of Tenant at the rate of \$50 per hour.

Interruption or curtailment of any service maintained in the Building if caused by strikes, mechanical difficulties, or any cause beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive eviction.

22. **TUBES AND BULBS** – The Landlord agrees to install the initial tubes or bulbs required for the lighting installation in the Premises at its own cost and expense. All replacements of such tubes and bulbs, and any and all subsequent tubes or bulbs which Tenant may require, will be furnished by the Landlord but at the cost and expense of the Tenant, and Tenant agrees to pay therefore the actual retail cost thereof to the Landlord, after the initial year of the original Lease term.

23. **HOLDOVER** – Upon the expiration of the term of this Lease, the Landlord may elect, at its option, to treat this holding over as a tenancy from month to month under the same terms, covenants and conditions as here in set forth, unless either party at least 12 months prior to the expiration of the term shall give notice to the other party that the said party does not intend to renew this Lease, except for fixed rent which shall be at a rate of 200% of the final year's monthly rental.
24. **MECHANIC'S LIEN** – Tenant shall within ten (10) days after notice from Landlord discharge any mechanic's lien for materials or labor claimed to have been furnished to the Premises on Tenant's behalf.
25. **LANDLORD'S RIGHT TO CURE TENANT'S BREACH** – If Tenant breaches any covenant or condition of this Lease, Landlord may cure such breach at the expense of Tenant and the reasonable amount of all expenses, including attorneys' fees, incurred by Landlord in doing so shall be deemed additional rent payable on demand.
26. **DEFAULT** – If Tenant defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof or if the Premises shall be deserted or vacated, or if the Tenant shall not take possession of the Premises within thirty days after the Premises are ready for occupancy, or if the Tenant shall compound its debts, or make an assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for the Tenant, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement or reorganization by or against the Tenant, or if the Tenant is adjudicated a bankrupt or is adjudged to be insolvent, or if there is advertised any sale of Tenant's property under process of law, or if the assets or property of the Tenant in the Premises shall be attached or levied upon, then Landlord may terminate this Lease on not less than three (3) days' notice to Tenant, and on the date specified in said notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.
- In any case where Landlord has recovered possession of the Premises by reason of Tenant's default, Landlord may at Landlord's option occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Premises or any part thereof as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this Lease, at Landlord's option, and receive the rent therefore, applying the same first to the payment of such expenses as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting and the reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent hereunder and to the cost and expense of performance of the other covenants of Tenants as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay to Landlord damages equal to the rent and other sums herein agreed to be paid by Tenant, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above specified. In reletting the Premises as aforesaid, Landlord may grant concessions, and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. The Tenant shall not be entitled to any surplus accruing as a result of any reletting. If Landlord elects pursuant hereto to occupy and use the Premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent or damages as herein defined, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder. Tenant hereby waives all right of redemption to which Tenant or any person claiming under Tenant might be entitled by any law now or hereafter in force.
- Landlord's remedies hereunder are in addition to any remedy allowed by law.
27. **SECURITY DEPOSIT** – N/A
28. **SUBORDINATION** – This Lease shall be subject and subordinate to all underlying leases and/or mortgages or deeds of trust, trust debentures, and/or bond issues, all in any amount or amounts whatsoever which may now or hereafter affect such leases or the real property of which the Premises form a part and also to all renewals, modifications, consolidations and replacements of said underlying leases and said mortgages. Although no instrument or act on the part of Tenant shall be necessary to effect such subordination, Tenant will nevertheless execute and deliver such further instruments confirming such subordination of this Lease as may be desired by the holders of said mortgages or by any of the lessors under such underlying leases. Tenant hereby appoints Landlord as its attorney in fact, irrevocably, to execute and deliver any such instrument for Tenant. If any underlying lease to which this Lease is subject terminates, Tenant shall on timely request attorn to the owner of the revision.
29. **LANDLORD'S RIGHT TO SHOW PREMISES** – Landlord, or its agents, may show the Premises at any time to prospective tenants, purchasers, or other parties with legitimate interest, at any time during the term of this lease.
30. **NO REPRESENTATIONS** – Neither party has made any representations or promises, except as contained herein.
31. **QUIET ENJOYMENT** – Landlord covenants that if and so long as Tenant pays the rent and additional rent and performs the covenants hereof, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease, and to any mortgage, underlying lease, or other agreements to which this Lease is subordinated
32. **TENANT'S ESTOPPEL** – Tenant shall, from time to time, upon not less than ten (10) days' prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that same is in full force and effect as modified, listing the instruments of modification), the dates to which the rent and other charges have been paid, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in any underlying lease or in the Building or the entire property of which the Building is a part.
33. **WAIVER OF JURY TRIAL** – To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

34. **NOTICE** – Any notice hereunder shall be sufficient if in writing and if sent by certified mail, return receipt requested, addressed, if given by the Landlord, to the Tenant at the Premises, or if given by the Tenant, to the Landlord at the address set forth in Paragraph 1 (a) above, or at such other place as the Landlord may notify Tenant in writing from time to time.
35. **FORCE MAJEURE** – Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.
36. **RECORDING** – The Tenant shall not record this Lease or a memorandum thereof.
37. **NO WAIVER OR CHANGES** – The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.
38. **MARGINAL NOTATIONS** – The marginal notations in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.
39. **HEIRS ASSIGNS** – The provisions of this Lease shall apply to, bind and insure to the benefit of Landlord and Tenant, and their respective successors, legal representative and assigns, it being understood that the term "Landlord" as used in this Lease means only the owner, or the mortgagee in possession, or the lessee for the time being of the Building, so that in the event of any sale or sales of the Building or of any lease thereof or if the mortgagee shall take possession of the Building, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter.
40. **RELOCATION** – Landlord reserves the right to re-locate the Tenant during the term of the Lease within 80 Main St. as Landlord shall deem proper, provided Landlord does so at its sole cost and expense. In such event, the Landlord agrees to provide the Tenant with comparable space.
41. **ACCESS** – Landlord shall at all times have access to demised premises for installation and/or maintenance of utilities, cleaning and other items which may be necessary and/or for the convenience of the Landlord.
42. **MORTGAGEE** – The form and substance of this Lease shall be subject to the satisfaction of the Landlord's mortgagee, and the approval of mortgagee's legal department. The Tenant agrees to sign a recordable assignment of this Lease to said mortgagee. The Tenant agrees, upon request, to furnish said mortgagee with written evidence providing that:
1. The Lease is in full force and effect.
 2. The possession of premises is accepted by Tenant.
 3. Confirming the commencement of the Lease term.
 4. Confirming that Tenant is in occupancy and paying rent on a current basis, with no rental offsets of claims.
- Any such lease assignment shall be in a form approved by Landlord's mortgagee. Landlord will attempt to secure approval within 30 days of lease signing.
43. **PARKING** – It is understood the Tenant is entitled to one parking space for every 275 square feet of lease space. Tenant's visitors and employees shall have the right to park subject to availability at any given time.
44. **LATE CHARGE** – Any rent not paid by the 10th of the month shall be subject to 2% late charge effective the 1st of the month. The 2% late charge shall apply to each month.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the ____ day of _____ 20__.

Landlord: Municipal Square Associates, L.P.

Tenant: Township of West Orange Public Library

By: Drill Management Co., General Partner
By: Lawrence K. Drill, Agent

By: _____

**RULES AND REGULATIONS ATTACHED
TO AND MADE A PART OF THE FOREGOING LEASE**

ONE. – The sidewalks, entrances, passages, courts, elevators, vestibules, stairways corridors and public parts of the Building shall not be obstructed or encumbered by Tenants or used by Tenant for any purpose other than ingress and egress to and from the Premises.

TWO. – No awnings, air conditioning units or other projections shall be attached to the outside walls or windowsills of the Building or otherwise project from the Building, without the prior written consent of the Landlord.

THREE. – The Tenants shall not erect, make or maintain on or attach or affix to any part of the Premises of the Building including the windows and doors of said Building, any sign, picture or other representation or advertisement or notice of any kind, without the express written consent of the Landlord obtained in advance. Tenant shall have the right to apply on the main entrance door to the Premises lettering of approved type, size and style, as well as company logo where applicable. Landlord shall place one name on directory in the lobby of the Building for Tenant. Tenant shall not have the right to have additional names placed on the directory without Landlord's prior written consent. Additional name strips shall be billed at cost plus 15%.

FOUR. – The Tenant shall not install window covering such as venetian blinds, drapes or the like, without the approval of Landlord. The windows in the Premises shall not be covered or obstructed by Tenant, nor shall articles be placed on the windowsills or in the halls or in any other part of the Building, nor shall any article be thrown out of the doors or windows of the Premises.

FIVE. – Tenant shall not lay linoleum or other similar floor covering so that the same shall come in direct contact with the floor of the Premises, and if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first fixed to the floor by a paste or other material that may easily be removed with water, the use of cement or other similar adhesive material being expressly prohibited.

SIX. – Tenant shall not make, or permit to be made, any unseemly or disturbing noises nor interfere with other tenants or those having business with them.

SEVEN. – No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, and Tenant shall, upon the termination of this tenancy, deliver to Landlord all keys to any space within the Building, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

EIGHT. – The carrying in or out of freight, furniture or bulky matter of any description must take place during such hours as Landlord may from time to time reasonably determine. The installation and moving of such freight, furniture or bulky matter shall be made upon previous notice to the Landlord, and the persons employed by Tenant for such work must be reasonably acceptable to Landlord.

NINE. – Landlord reserves the right to prescribe the weight and position of all safes and other heavy equipment so as to distribute properly the weight thereof and to prevent any unsafe condition from arising. Business machines and other equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's reasonable judgment to absorb and prevent unreasonable vibration, noise and annoyance.

TEN. – Tenant shall not clean or permit the cleaning of any window in the Premises from the outside.

ELEVEN. – Tenant shall not keep in the Building any explosives, cleaning fluid or any inflammable material. Tenant shall not bring or place any bed or bedding in the Premises and shall not use the Premises as a lodging place. Tenant shall not keep any animal, reptile or bird on or about the Premises.

TWELVE. – No article shall be fastened to or holes drilled or nails or screws driven into the walls or partitions, nor shall the walls or partitions be painted, papered or otherwise covered, or in any way marked or broken, without the written consent of the Landlord, and no work shall be done upon the Premises by any persons except those employed by the Landlord.

THIRTEEN. – No Vending Machines.

FOURTEEN. – This is a non-smoking Building.

FIFTEEN. – Landlord shall not be responsible to Tenant for the non-observance or violation of any of these Rules and Regulations by any other tenants.

**RESOLUTION SUPPORTING THE EXPLORATION OF A SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF LIVINGSTON FOR REGIONAL EMERGENCY
COMMUNICATIONS/DISPATCH SHARED SERVICES**

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., any local unit of the State may enter into a contract with any other local unit or units for the joint provision within their jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Governor of the State of New Jersey is committed to supporting and advancing local government shared service solutions to enhance the provision of local services and alleviate the property tax burden on the State's residents and businesses; and

WHEREAS, the Governor of the State of New Jersey, with the support of the State Legislature, has authorized State funding to support Shared Services initiatives; and

WHEREAS, the Governor of the State of New Jersey appointed bipartisan Shared Service Czars to lead the Shared Services effort; and

WHEREAS, the Division of Local Government Services in the Department of Community Affairs (the "Division") has assembled a team of professional Technical Advisors to support these endeavors; and

WHEREAS, the Division of Local Government Services in the Department of Community Affairs (the "Division") may, upon request from the municipality, provide a fair, consistent and judicious analysis that promotes efficiency, effectiveness, and performance for the welfare of all parties concerned while applying fiscal restraints and ensuring Attrition and or "Soft Landings" for any employees affected by the shared service agreement; and

WHEREAS, the governing body of the Township of West Orange recognizes that shared services may result in property tax relief and enhanced services for its constituents; and

WHEREAS, the Township of West Orange wishes to explore the possibility of sharing services in the area of Regional Emergency Communications/Dispatch Shared Services with the Township of Livingston; and

WHEREAS, the Township of West Orange seeks technical assistance through the Division to conduct a feasibility study of the potential for a successful shared service for Regional Emergency Communications/Dispatch Shared Services with the Township of Livingston;

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby endorses undertaking a shared services study; and

BE IT FURTHER RESOLVED that the Business Administrator is hereby authorized to take all necessary actions to allow for and support Township of West Orange's participation in this assessment.

BE IT FURTHER RESOLVED that a certified copy of this resolution is forwarded to the Local Assistance Bureau, Division of Local Government Services, State of New Jersey.

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

Tammy Williams
Council President

Adopted: February 21, 2023

Michael Vieira
Mayor

Council Members:
Alfred Anthony
Rosy Bagolie
Shawn Klein
Ed Meinhardt



56-23

Barry R. Lewis, Jr.
Township Manager
973-535-7974

Carolyn Mazzucco, RMC
Township Clerk
973-535-7904

January 27, 2023

Via U.S. Mail and Email to: jgross@westorange.org

Mr. John Gross, Business Administrator/CFO
Township of West Orange
66 Main Street
Room 111
West Orange, NJ 07052

Re: Regional Emergency Communications/Dispatch Shared Service

Dear Mr. Gross:

This letter follows our recent meetings and discussions which included you and Chief Abbot over our mutual interest in studying the feasibility and potential benefits of a Regional Shared Service for Emergency Communications/Dispatch for our public safety agencies. As you are aware, those discussions have included several neighboring municipalities, including South Orange, Maplewood and Roseland.

In furtherance of these efforts, Assistant Township Manager, Adam Loehner (copied here) and I recently met with NJ DCA staff concerning available assistance through the Local Efficiency Achievement Program (LEAP). The LEAP program can provide technical and/or financial assistance in the initial evaluation and assessment of the feasibility of a shared service, with addition funding potentially available to offset implementation costs of a shared service.

In order to enlist DCA assistance, we have been requested to provide Resolutions from the potential partner municipalities "Supporting the Exploration of a Shared Service". A copy of the DCA's sample Resolution accompanies the email of this letter as a Word document.

Mr. John Gross, Business Administrator/CFO
Township of West Orange
January 27, 2023
Page 2 of 3

Please contact me with any questions you may have or to confirm that West Orange remains interested in exploring this possible shared service.

Very truly yours,

A handwritten signature in black ink, appearing to read "Barry R. Lewis, Jr.", with a stylized flourish at the end.

Barry R. Lewis, Jr.
Township Manager

Encl.

Cc: Adam Loehner, Assistant Township Manager

Mr. John Gross, Business Administrator/CFO
Township of West Orange
January 27, 2023
Page 3 of 3

RESOLUTION

WHEREAS, in accordance with N.J.A.C. 5:71-4.3(c) and N.J.A.C. 5:71-2.7(a) by the New Jersey Division of Fire Safety each Municipality must have a Municipal Fire Official; and

WHEREAS, Joseph Matullo, Fire Captain, has the necessary background and expertise to perform the duties of Municipal Fire Official; and

WHEREAS, the Mayor has recommended the appointment of Joseph Matullo as Municipal Fire Official for a three-year term effective March 1, 2023 and expiring on February 28, 2026;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange, County of Essex, and State of New Jersey, that Joseph Matullo, Fire Captain, is hereby appointed as Municipal Fire Official.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the New Jersey Division of Fire Safety.

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

Tammy Williams
Council President

Adopted: February 21, 2023

Approved as to form on the basis of the facts provided:

**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	12 ROONEY CIRCLE		DATE:	2/3/2023	
BLOCK	155				
LOT	40.04				
QUAL					
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2021	\$ 14,214,300.00	\$ 12,792,870.00	\$ 1,421,430.00	4.354	\$ 61,889.06
2022	\$ 14,214,300.00	\$ 13,503,585.00	\$ 710,715.00	4.437	\$ 31,534.42
TOTAL					\$ 61,889.06
<u>PAYABLE TO:</u>					
WELLS, JAWORSKI & LIEBMAN, LLP					
12 Route 17 North					
PO Box 1827					
Paramus, NJ 07653					

ADDRESS	57 HIGHWOOD RD		DATE:	1/31/2023	
BLOCK	80.02				
LOT	29				
QUAL					
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE
2020	\$ 818,500.00	\$ 818,500.00	\$ -	4.284	\$ -
2021	\$ 818,500.00	\$ 735,000.00	\$ 83,500.00	4.354	\$ 3,635.59
2022	\$ 818,500.00	\$ 650,000.00	\$ 168,500.00	4.437	\$ 7,476.35
TOTAL					\$ 11,111.94
PAYABLE TO:					
ROTHMAN REALTY 1, LLC					
411 GRAND AVENUE					
ENGLEWOOD, NJ 07631					

ADDRESS	409 Metzger Drive		DATE:	2/3/2023	
BLOCK	166.15				
LOT	11.04				
QUAL	c0409				
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE
2022	\$ 1,060,000.00	\$ 965,000.00	\$ 95,000.00	4.437	\$ 4,215.15
TOTAL					\$ 4,215.15
PAYABLE TO:					
Brach Eichler, LLC					
101 Eisenhower Parkway					
Roseland, NJ 07068					

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

Tammy Williams
Council President

Adopted: February 21, 2023

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

John O. Gross, Chief Financial Officer

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

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment;

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

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

Block	Lot	Name & Address	Amount
119	6.01	Corelogic PO Box 9202 Coppell, TX 75019	\$1,663.31
154	11.01	C0015 Corelogic PO Box 9202 Coppell, TX 75019	\$1,331.00
176.22	6	Corelogic PO Box 9202 Coppell, TX 75019	\$ 3,903.00

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

Tammy Williams
Council President

Adopted: February 21, 2023

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township acquired approximately 95 acres from Crestmont Country Club; and

WHEREAS, in October 2022 the New Jersey Department of Environmental Protection has issued a Notice of Violation (“NOV”); and

WHEREAS, the Township retained DeFeo Associates to assist in resolving the NOV; and

WHEREAS, the Township requires the performance of environmental services including but not limited to the sampling of certain soil/wood chips and implementation of a wetland restoration plan submitted to the NJDEP as prepared by DeFeo Associates; and

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

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township authorizes the retention of Matrix for the preparation and performance of the environmental services for the Property pursuant to the Proposal annexed hereto as Exhibit “A;” and be it further

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

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

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

Tammy Williams
Council President

Adopted: February 21, 2023

I hereby certify funds are available from:

Account No.

John O. Gross, CFO

February 13, 2023

Township of West Orange
c/o Trenk Isabel, Attorneys at Law
290 W. Mt. Pleasant Avenue
Livingston, New Jersey 07039
Attention: Mr. Richard Trenk, Esq.

60-23

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Mr. John Gross

Re: **PROPOSAL FOR ENVIRONMENTAL SERVICES
TOWNSHIP OF WEST ORANGE PROPERTY AT
750 EAGLE ROCK AVENUE AND LAUREL AVENUE
BLOCK 174, LOT 1
WEST ORANGE, NEW JERSEY 07052
MATRIX JOB NO. 21-640**

Dear Mr. Gross:

At your request, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide the Township of West Orange (Township) this proposal for environmental services associated with the resolution of the Notice of Violation (NOV) (NJDEP File No. PEA220001-0722-08-0001.4) issued to the Township of West Orange. Additionally, a scope of work has been included for the characterization of a soil stockpile at the West Orange Recycling Facility which was transported there from the West Orange Wooded Property (Site) located at 750 Eagle Rock Avenue and Laurel Avenue in West Orange, New Jersey.

SITE BACKGROUND

On October 11, 2022, the Township received a NOV issued by the New Jersey Department of Environmental Protection (NJDEP) for issues identified at the Site. The NJDEP completed compliance inspections at the Site on June 6, 2022 and August 10, 2022 and the following violations of the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and regulations (N.J.A.C. 7:7A-1 et seq.) were determined;

- The performance of unauthorized regulated activities within a freshwater wetland involving the unauthorized placement and stockpiling of vegetative debris within freshwater wetlands.
- The performance of unauthorized regulated activities within a freshwater wetland transition area involving the unauthorized placement and stockpiling of vegetative debris within freshwater wetland transition area.

A wetland restoration plan has been submitted to the NJDEP on behalf of Township by DeFeo Associates. The restoration plan shall include the following:

- Depiction of the restoration area limits at the Site;
- Identify and remove all unauthorized structures and/or fill material and re-establishment of pre-existing grades;
- Provide receiving location where any unauthorized fill material will be relocated to. The locations shall not be situated within other land use regulated areas without prior permit approval;
- Stabilization and re-vegetation measures for all restoration areas; and
- A schedule for the commencement and completion of the restoration work.

In December 2022, Matrix oversaw the removal of wood chips from a wetland area along an access road. During the removal of the wood chips other non-recycled material (i.e. soil, stone, clay, etc.) was identified within the stockpiled wood chips. Matrix oversaw the segregation the wood chips from the rest of the non-recycled material and the transportation of the wood chips and other non-recycled material to the West Orange Environmental Recycling Facility. The non-recycled material was stockpiled at the facility for future testing and disposal or re-use. Matrix is estimating that approximately 260 cubic yards of non-recycled material was stockpiled at the facility and approximately 380 cubic yards of wood chips were transported off-site for recycling. A total of seven loads of compost were transported to the wetland area and spread (2 to 3" thick) for seed preparation in the spring. The access road was restored with 2" stone.

The scope of work associated with this proposal is identified in detail below and will include the wetland remediation/restoration of the secondary area (approximately 0.39 acres) identified in the NOV, subsequent conversation with the NJDEP and DeFeo Associates on January 4, 2023 and the completion of the stockpiled soils characterization at the West Orange Environmental Facility.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

This task includes project management, subcontractor correspondence and coordination, and the anticipation of future conference calls and/or meetings with the project team (i.e. Township and DeFeo Associates).

TASK 2: WETLAND REMEDIATION

Matrix will schedule and oversee wetland remediation/restoration activities in the secondary area (approximately 0.39 acres of the clear-cut area near the tennis courts and access road) as detailed in the wetland restoration plan and subsequent conversation with the NJDEP and DeFeo Associates. The Site activities will include the following:

- Preparation of a wetland overlay map that includes the 50-foot wetlands buffer as a part of the area in need of remediation/restoration.
- The wetland remediation/restoration area will be marked out with a hand-held GPS equipment and pin flags prior to beginning excavation work. This will be completed with the current 2016 Bowman Survey which was provided by the Township.
- Once a Soil Erosion and Sediment Control (SESC) permit with the Hudson Essex Passaic Soil Conservation District (HEPSCD) is approved, SESC measures will be installed around work area. The SESC measures include standard black mesh silt fence and poly sheeting. Details regarding the SESC permit application process is below.
- Removal and stockpiling of fill material placed in the wetland remediation/restoration area.
- The wetland remediation/restoration area will be stabilized with compost pending seeding with wetland tolerant wildflower mix in the spring. The compost will be imported from the West Orange Environmental Recycling Facility.
- Seeding of the wetland remediation/restoration area with a wetland tolerant wildflower seed mix. Straw will be spread over top of the seeded area to protect seeds and help stabilize the area.
- Historically, trees were removed from the wetland remediation area, therefore, five trees will be replaced with wetland appropriate, native trees that have a caliper Diameter at Breast Height (DBH) of 3-4" with a spring planting prior to bud-break. The five trees will have bark protection in place to limit deer damage and slow-release watering bags for continued hydration. The initial fill of the water bags is included in the costs. Refilling of water bags as well as continued irrigation of the seeded areas is the responsibility of the Township.

In addition, Matrix will prepare SESC plans, details, notes, and application for submission to the HEPSCD due to the anticipated soil disturbance of over 5,000 square feet. Matrix will utilize client provided

surveys/site plans as the background for the preparation of the SESC plans. Stormwater management design is not anticipated to be required and has not been included in this scope.

Matrix recommends that a topographic survey be completed to depict the existing site conditions of the site due to the possibility of the HEPSCD requiring a recent site plan (the most recent plan is the Bowman 2016 Survey). Matrix will submit to HEPSCD using the readily available CAD or PDF background files and include approximations and notes of the existing conditions which varies from the background files for their review, comment, and approval. Additional HEPSCD review fees are not included in this proposal.

TASK 3: SOIL SAMPLING OF STOCKPILED SOILS

Matrix will collect soil samples from the previously stockpiled material located at the West Orange Environmental Recycling Facility to characterize this material for re-use or offsite disposal.

The NJDEP Fill Material Guidance for SRP Sites outlines requirements for sampling clean and alternate fill materials for re-use. Matrix estimates that there is approximately 260 cubic yards of material and will collect seven soil samples from the soil pile in a grid pattern for re-use, in accordance with the Guidance Document. The soil samples will be submitted to a New Jersey certified laboratory for analysis of extractable petroleum hydrocarbons, category 2 (EPH, Category 2), and target compound list/target analyte list plus a forward library search (TCL/TAL+30) with a contingent for hexavalent chromium and contingent SPLP analysis.

The analytical results will be compared to the following NJDEP Soil Remediation Standards, NJDEP Migration to Groundwater Pathway Soil Remediation Standards (MGWSRS), Non-Residential Ingestion-Dermal Exposure Pathway Soil Remediation Standards (NRIDSRS); Non-Residential Inhalation Exposure Pathway Soil Remediation Standards (NRISRS); Residential Ingestion-Dermal Exposure Pathway Soil Remediation Standards (RIDSRS); and the Residential Inhalation Exposure Pathway Soil Remediation Standards (RISRS). If the analytical results are above MGWSRS, they will be analyzed for contingent SPLP analysis to determine if there would be potential impacts to groundwater. If total chromium is over 20 mg/kg, hexavalent chromium will be analyzed. If impacts above any of the aforementioned NJDEP standards are identified, the soils cannot be considered clean and may not be able to be re-used on-site. Offsite disposal of soil not meeting the NJDEP Soil Remediation Standards may be necessary. Waste classification sampling and disposal costs, if necessary, are not included in the costs provided. All analysis will be run on a standard two-week TAT.

Upon receipt/evaluation of analytical results, Matrix will submit an email summary of the findings and recommendations to the Township of West Orange.

PROJECT COST AND SCHEDULE

Task 1: Project Management

Labor \$3,410

TASK 1 TOTAL ESTIMATED COSTS **\$3,410**

Task 2: Wetland Remediation/Restoration

Labor \$15,920

SESC Permit\$7,500

SESC Permit Direct Expenses (HEPSCD Fee)\$1,000

Direct Expenses (Travel, subcontractor, seeds, hay, trees)..... \$44,620

TASK 2 TOTAL ESTIMATED COSTS **\$69,040**

Task 3: Soil Sampling of Stockpiled soils

Labor	..\$3,980
Direct Expenses (Travel, Sampling Equipment, Laboratory Analysis).....	.. <u>\$8,440</u>
TASK 3 TOTAL ESTIMATED COSTS	\$12,420

Please note these costs do not include waste classification analytical needs or offsite disposal costs.

ESTIMATED COSTS TASK 1 THROUGH TASK 3 \$84,870

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Access will be provided to on-site sample locations;
- All field work will be completed in Level D personal protective equipment;
- All samples will be analyzed on a standard turnaround time basis, unless otherwise noted;
- All investigation derived waste will be disposed of as non-hazardous waste;
- No additional assessment or investigation activities beyond the activities identified in the scope of work are included;
- All work will be completed during normal business hours;
- All work will be done in accordance with the approved Wetland Restoration Plan and SESC plan;
- No Traffic control is included for trucks coming on or leaving the site, nor is it expected to be needed;
- All site labor will be non-union, non-prevailing wage;
- Mud mats or other ground protection materials are not required;
- Private utilities that exist on private property must be clearly marked 4 days prior to work;
- Odor control and ventilation are not included or required;
- Air and dust monitoring is not included;
- One dumpster which will accommodate approximately 22 tons of waste is included in costs. Any additional waste requiring off-site disposal will incur additional costs;
- No post-excavation or other sampling is required in the wetland remediation/restoration area;
- No tree or stump removal is included;
- Matrix will utilize the 2016 Bowman Survey. New survey is not included in costs;
- Additional HEPSCD review fees not included;
- Sub-contractor costs will be marked up by 10%;
- No Licensed Site Remediation Professional (LSRP) oversight is included in this proposal
- Costs exclude any NJDEP inspections; and
- Costs do not include any additional NJDEP notification or reporting fees.

The work will be completed in accordance with the attached Terms and Conditions (Attachment 1) on a time and materials basis at the rates referenced on the attached fee schedule (Attachment 2). Matrix is prepared to begin work on this project immediately after receipt of notice to proceed. The return of a signed copy of this proposal shall constitute authorization to proceed.

We thank you for the opportunity to be of service to you on this project. If you have any questions or require any additional information, do not hesitate to contact me at (973) 240-1800 or at amolnar@mnwe.com.

Sincerely,

Allison Molnar
Project Manager

PROPOSAL ACCEPTANCE

The signature below, by a duly authorized representative of Client, indicates acceptance of the above referenced proposal and all attachments including the Terms and Conditions without exception. Acceptance is limited to the terms stated in this proposal, and any additional or different terms are rejected unless expressly agreed to in writing by Matrix.

Susan McCartney*Name (please print)*

Mayor*Title (please print)*

Signature

Township of West Orange*Company Name (please print)*

973-325-4100*Phone Number*

Mayor@westorange.org*E-mail Address*

2.22.23*Date***Contact Information for Invoice (if different than above):**

Name (please print)

Title (please print)

Signature

Company Name (please print)

Street Address, City, State, Zip

Phone Number

E-mail Address

Date

APPENDIX B
MATRIX STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis, consistent with the applicable standard of care, under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as an estimated range, Matrix shall provide CLIENT with an exact cost as soon as it can be determined.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity. Matrix shall be entitled to rely upon the accuracy and completeness of services and information furnished by the CLIENT and CLIENT's consultants.

The CLIENT will advise Matrix of the nature and extent of any hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Unless otherwise specifically provided in this agreement, Matrix and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all collection and court costs, disbursements, staff time expended for court appearances and depositions, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations, and all other material prepared by Matrix and its consultants in connection with the specific project, including those in electronic form, are Instruments of Service to be used solely with respect to this Project. Matrix and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyright.

Upon execution of Agreement, Matrix grants to CLIENT a non-exclusive license to reproduce the Instruments of Service solely for the purposes of constructing, using, and maintaining the Project, provided that CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. CLIENT shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to any other party without the prior written agreement of Matrix.

Any unauthorized use and/or use of the Instruments of Service in violation of this Agreement, shall be at CLIENT'S sole risk and without liability to Matrix and its consultants, and CLIENT shall defend and indemnify MATRIX and its consultants against any claim and damages arising from such unauthorized use. The terms of this Section shall apply unless and until it is adjudged by a court of competent jurisdiction that CLIENT rightfully terminated this Agreement for cause under Section 19.

If and upon the date that Matrix is adjudged in default of this agreement by a court of competent jurisdiction, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting CLIENT to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

If set forth in the Proposal, the Instruments of Service shall become the co-owned property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the Proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is

to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES AND HIDDEN CONDITIONS

Matrix will conduct the research that in our exclusive professional opinion is a reasonable precaution to locate utility lines and other man-made objects that may exist beneath the project site surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utilities or other subsurface objects, and therefore the CLIENT agrees to release, hold Matrix harmless and indemnify and pay for damages to underground utilities/structures and/or other damages related to construction activities, worker health/safety, schedule delays, etc. Which may be attributable to underground objects which are not identified by the CLIENT or third parties or correctly shown on plans furnished by the CLIENT or third parties.

In the event that the services provided by Matrix are for renovations and/or addition to an existing structure, there may exist existing conditions which cannot be identified or verified without expending great sums of money and/or destroying portions of the building. CLIENT agrees that Matrix shall not be responsible for damages or additional costs which arise out of hidden conditions not identified and/or located by Matrix.

In the event that the services provided by Matrix involve the investigation of, or assumptions about, subsurface conditions of any kind, the CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing is performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to release, defend indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of Services and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such measures.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering, reporting or responding to unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

Matrix shall not have control over or charge of and shall not be responsible for the acts or omissions of CLIENT and/or Builder/Contractor, subcontractors, consultants or their agents or employees, or of any other persons or entities performing portions of the Work. Matrix shall not supervise, direct or have control over the contractor(s) work, nor shall Matrix have any authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractor(s), or for any safety precautions or programs incident to the work of the contractor(s), or for any failure of the contractor(s) in furnishing or performing its(their) work. Matrix neither guarantees the performance of any construction contracts by contractor(s), nor assumes responsibility or liability for the contractor's(s') failure to furnish or perform its (their) work in accordance with the applicable contract documents.

When provided, and unless otherwise expressly provided in the Scope of Services, field visits are to observe the progress and general quality of the work completed by the contractor. Unless expressly stated otherwise, such visits and observation are not intended to be an inspection of the quality or quantity of the Contractor's work but rather are solely intended to allow this office to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Construction Documents directly related to this office's scope of services. During or as a result of these site visits, this office shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Unless required in this Agreement, material testing and inspection shall be provided by a material testing and testing agency retained by others.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is insurance as follows: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Upon request, Matrix shall provide insurance certificates illustrating the coverage herein.

CLIENT shall require the contractor(s) hired for the project to maintain general liability insurance (including coverage for premises, personal injury, property damage, completed operations, and contractual liability) naming CLIENT, Matrix and its consultants and employees, as additional insureds.

Matrix may terminate services if proof of additional insured status is not provided prior to the start of construction without any liability to CLIENT for resulting damages, whether due to delay or otherwise.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any damages (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of Matrix in the performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any damages, (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of the CLIENT, or anyone directly or indirectly employed by the CLIENT, in the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, consultants (including subcontractors) be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any parent, subsidiary or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents. Any provision in this Agreement that inures to the benefit of Matrix shall also inure to the benefit of Matrix's officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.
- E. Matrix and CLIENT agree that, to the extent any damages are covered by property insurance during construction, or afterwards, Matrix and CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Matrix and CLIENT, as appropriate, shall require of the contractors, sub-consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- F. CLIENT recognizes and expects certain Change Orders may be required due, in whole or in part to omissions, ambiguities, or inconsistencies in the Drawings, specifications, and other design documentation furnished by Matrix or as a result of the other professional services performed or furnished by Matrix under this Agreement, and that Matrix is not responsible for the costs associated with these Change Orders to the extent Change Orders include any cost that CLIENT would have incurred if the covered Change Order work had been included originally in the Drawings, specifications, and other design documentation, without any omission, ambiguity, or inconsistency in the Construction Documents.
- G. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault of Matrix(in whole or in part), including but not limited to negligence, strict liability or breach of contract of Matrix.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix and CLIENT shall not assign the Agreement in whole or part without the written consent of the other, except that CLIENT may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the CLIENT'S rights and obligations under this Agreement, including full payment of all sums due for services rendered. Matrix shall only execute consents reasonably required to facilitate such assignment. Matrix in no way is prohibited from retaining consultants or subcontractors, or persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

Nothing in this Agreement shall be construed to create a cause of action in favor of any third parties, it being the express intent not to create any third-party beneficiaries to this Agreement..

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' written notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' written notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW AND VENUE

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for any other claims related to the Agreement. Any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey, Morris County.

APPENDIX C
MATRIX FEE SCHEDULE

2023 FEE SCHEDULE

TITLE	HOURLY RATE
Subject Matter Expert/Witness	\$300.00
Executive Engineer	\$275.00
Senior Technical Director	\$250.00
Senior Project Manager	\$225.00
Technical Director	\$210.00
Senior Technical Manager	\$200.00
Project Manager	\$190.00
Senior Project Professional	\$180.00
Project Professional	\$170.00
Senior Project Specialist	\$165.00
Project Specialist	\$160.00
Senior Technical Professional	\$150.00
One-Man Robotic Crew	\$140.00
Senior Technical Specialist	\$135.00
Technical Specialist	\$125.00
Senior Data/Field Specialist	\$115.00
Second Survey Crew Member	\$115.00
Data/Field Specialist	\$110.00
Senior Technical Assistant	\$100.00
Technical Assistant	\$95.00
Junior Technical Assistant	\$90.00
Junior Data/Field Technician	\$80.00
Data Entry Specialist	\$70.00

2023 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$0.20/sheet
Black & White Copy 8½ x 14	\$0.30/sheet
Black & White Copy 11 x 17	\$0.40/sheet
Black & White Copy 18 x 24	\$1.50/sheet
Black & White Copy 24 x 36	\$3.00/sheet
Black & White Copy 30 x 42	\$4.50/sheet
Color Copy 8½ x 11	\$0.40/sheet
Color Copy 11 x 17	\$0.80/sheet
Color Copy 24 x 36	\$30.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$30.00/sheet
Mylar 30 x 42	\$50.00/sheet
Robotic per diem	\$275.00
Scanner per diem	\$425.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage, charged at Federal prevailing rates.

**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 AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	Side	No. of Spaces	Location
129 Main Street	North	1	Beginning 250 feet north of the northerly curbline of Park Avenue extended, and extending 18 feet north.
<i>64 Mitchell Street</i>	<i>South</i>	<i>1</i>	<i>Beginning 275 feet west of the westerly curbline of Valley Road and extending 18 feet westerly.</i>

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

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

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

Karen J. Carnevale, R.M.C.

Susan McCartney, Mayor

Introduced: February 21, 2023

Tammy Williams, Council President

Adopted: March 7, 2023

LEGISLATIVE HISTORY

This Ordinance is in response to a request from a handicapped resident who resides at 129 Main Street. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to this address. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. These stalls are still subject to other parking regulations and prohibitions on their streets.

Additionally, a handicapped parking stall previously designated to the resident of 64 Mitchell Street is no longer needed and will be removed as per the request of the owner of the property.

RESOLUTION OF THE WEST ORANGE TOWNSHIP ABC BOARD

**RESOLUTION RENEWING LICENSE # 0722-33-067-010, FAN & JADE, INC.,
(INACTIVE/POCKET LICENSE), FOR THE 2021-2022 LICENSE TERM FOLLOWING
A SPECIAL RULING FOR 12.39 RELIEF *NUNC PRO TUNC* TO AUGUST 4, 2022.**

WHEREAS, in June of 2021, the Clerk of the West Orange ABC Board, believing that NJ ABC Licensee #0722-33-067-010, Fan & Jade, Inc., t/a China Gourmet (Inactive/Pocket License), was qualified for renewal of said Licenses for the 2021-2022 License Term, according to her records having applied and paid all fees due for renewal of those Licenses and believing all other requirements to have been met as well; and

WHEREAS, that Licensee was therefore included with others on West Orange Township ABC Board Resolution No. 659-21, adopted by the ABC Board at its regular meeting on June 22, 2021, renewing as an Inactive/Pocket License for the 2021-2022 License Term; and

WHEREAS, the Clerk having been notified on or about October 8, 2021, by the New Jersey Attorney General's Office on behalf of the State Division of Alcoholic Beverage Control and its Licensing Bureau of that Licensee's failure in fact to qualify for renewal in that it required a Special Ruling pursuant to 12.39, such requirement being jurisdictional and the failure to meet it rendering any renewal ineffective; and

WHEREAS, the renewal for the 2021-2022 License Term for Licensee Fan & Jade, Inc., was therefore rescinded by West Orange ABC Board Resolution #673-21, adopted on October 26, 2021; and

WHEREAS, the State ABC Division issued its Special Ruling granting 12.39 relief to said Licensee effective August 4, 2022, permitting its renewal *nunc pro tunc* for that date and said License was then renewed for the 2022-2023 License Term in West Orange ABC Resolution #701-22, adopted on August 9, 2022, but was never renewed for the 2021-2022 License term;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, SITTING IN ITS CAPACITY AS THE WEST ORANGE TOWNSHIP ABC BOARD, that Licensee #0722-33-067-010, Fan & Jade, Inc., (Inactive/Pocket License), having received a Special Ruling granting 12.39 relief on August 4, 2022, and all other requirements for issuance of its ABC License having been previously met, is hereby granted renewal of its License as an Inactive/Pocket License for the 2021-2022 License Term *nunc pro tunc* to August 4, 2022.

Karen J. Carnevale, R.M.C.
Municipal Clerk/ABC Board Secretary

Tammy Williams
Council President/ABC Board Chair

Adopted: February 21, 2023

Effective Date: February 21, 2023